

Commonwealth of Virginia Virginia Information Technologies Agency

COMPUTER BASED TRAINING PRODUCTS & SERVICES

Optional Use Contract

<u>Date</u> :	September 19, 2008
Contract #:	VA-080505-SPGF
Authorized User:	State Agencies, Institutions and Other Public Bodies as defined in the <i>Code of Virginia</i> , §2.2-4304
Contractor:	SpringForward Inc. 1619 Chapel Ridge Court Hanover, MD 21076
FIN:	20-0971740
Contact Person:	Kimberly June Phone: 410-859-8555 Toll Free: 866-935-3510 Fax: 410-768-9122 Toll Free: 866-935-3512 kim@springforwardtraining.com
Contract Discount From Price List:	See attached "Pricing Schedule" - Exhibit A
<u>Term</u> :	May 6, 2008 – April 30, 2010
Payment:	Net 30 days
For Additional Information. Please Contact:	

John Tackley

Phone: 804-416-6165

Supply Chain Management

E-Mail: john.tackley@vita.virginia.gov

Virginia Information Technologies Agency

Fax: 804-416-6361

NOTES: Individual Commonwealth of Virginia employees are not authorized to purchase equipment or

services for their personal use from this Contract.

For updates, please visit our Website at http://www.vita.virginia.gov/procurement/contracts.cfm

<u>VIRGINIA INFORMATION TECHNOLOGIES AGENCY (VITA)</u>: Prior review and approval by VITA for purchases in excess of \$100,000.00 is required for State Agencies and Institutions only.

CONTRACT # VA-080505-SPGF CONTRACT CHANGE LOG

Change No.	e Description of Change	Effective Date
1	Description of Change Update Supplier's contact numbers and VITA's contact info	9/19/08



COMMONWEALTH of VIRGINIA

VIRGINIA INFORMATION TECHNOLOGIES AGENCY

SUPPLY CHAIN MANAGEMENT 11751 Meadowville Lane Chester, VA 23836

INVITATION for BID: IFB 2008-08 R

Date Issued: March 5, 2008 Date/Time Due: Mar. 20, 2008 @ 2:00 pm Public Opening Date/Time: Mar. 20, 2008 @ 2:15 pm

THIS PROCUREMENT IS BEING CONDUCTED ON BEHALF OF VITA AND OTHER PUBLIC BODIES.

Sealed Bids for furnishing the Products and/or Services set forth in this Solicitation will be returned to the Issuing Office address above.

This is an advertised Solicitation consisting of the Adobe PDF file as posted in eVA, which contains(1) This page; (2) Solicitation Instructions;

(3) Contract Terms and Conditions and all Exhibits thereto; and any other amendments, provisions, representations, certifications or specifications as are

attached or incorporated thererein by reference.

SUPPLIER

COMPANY NAME: SPRINGFORWARD, INC.

SALES CONTACT: Kimberly June

ADDRESS:

1619 Chapel Ridge Court

TITLE:

Business Manager

PHONE NO:

(410) 768-9124

CITY/STATE/ZIP: Hanover, MD 21076

FAX:

(410) 768-9122

FEIN:

20-0971740

E-MAIL ADDRESS:

kim@springforwardtraining.com

WEBSITE URL:

www.springforwardtraining.com

Signaturé:

COMPUTER BASED LEARNING PRODUCTS and SERVICES

Products/Services:

Computer Based Training Products and Services

Authorized Users:

State agencies, institutions and other Public bodies as defined in VA Code § 2.2-4304.

Contract Term:

Two (2) years, with three optional one (1) year renewals

Pricing:

SEE Exhibit "A"

Delivery:

7 days After Receipt of Order (ARO), or as stated in order

Shipping Costs:

FOB Destination

Pricing:

Government and Education discounts taken from Index list price (see Pricing Schedule)

Warranty:

Standard warranty

Orders:

Order Process Required: via eVA Direct Order (preferred) or Local Purchase Order

VITA SCM Contacts:

Solicitation

Contract Administration/Compliance

George S. Goodman, Jr.

Charles Townes, Acting Contracts Manager

Voice: (804) 416-6162 Fax: (804) 416-6361 (804) 416-6088

Fax: (804) 410-0301

(804) 416-6361

E-mail Address george.goodman@vita.virginia.gov

This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, §2.2-4343.1 or against any Bidder because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.



COMMONWEALTH of VIRGINIA

Lemuel C. Stewart, Jr.
CIO of the Commonwealth
Email: lem.stewart@vita.virginia.gov

Virginia Information Technologies Agency 11751 Meadowville Lane Chester, Virginia 23836-6315 (804) 416-6100 George Goodman 804-416-6162

March 24, 2008

IFB #2008-08R

MEMORANDUM: All Potential Bidders

Re: Amendment # 2 to the IFB

Note: All potential bidders should sign this document in the space provided and return

The Solicitation documents, IFB #2008-08 for Computer Based Training and its Pricing Spreadsheet, issued on February 29, 2008 were previously amended on March 5, 2008.

The attached changes are made to the terms and conditions of IFB 2008-08R for Computer Based Training via this amendment #2.

The Due Date and Time of the IFB is here by changed to 2:00 pm on March 27, 2008.

George S. Goodman, Jr., Sourcing Specialist Supply Chain Management, VITA

By signing and returning this document the bidder acknowledges all the	he changes incorporated herein.
Name of company: Oring forward Inc	Date: 3/25/200 8
Signature: Kimberly June	
Title: CEO	Telephone: 410 768-9124

IFB #2008-08R

MEMORANDUM: All Potential Bidders Re: Amendment # 2 to IFB #2008-08R

March 24, 2008

This Amendment #2 to IFB #2008-08R, for Computer Based Training, modifies the terms and conditions set forth in the solicitation. This Amendment #2 is hereby incorporated into and made an integral part of any contract resulting from the award of the referenced solicitation and shall become binding upon contract award.

IFB #2008-08R, Exhibit D:

TERM OF LICENSE

Delete the entire paragraph and replace with the following:

"All licenses granted under this Contract are purchased on a nonexclusive, non-transferable license (without permission of the contractor) for the License Term set forth in the applicable Order, to use and to allow the applicable Authorized User to access and use the Contractor Product(s) set forth therein for internal training purposes only."

TERMS OF USE

- i) Under this subsection (i) delete the word "unlimited".
- iv) Add the following to the end of this subsection:

"Provided that VITA and the Authorized User(s) reproduce all copyright and other proprietary notices, VITA and the Authorized User(s) may make copies of the Contractor Product(s) available and licensed by VITA and the Authorized User(s) in CD-ROM format for deployment and backup purposes as reasonably necessary to carry out the rights expressly granted by the Contract. VITA and Authorized User(s) shall take all reasonable security precautions to ensure that only the authorized audience accessed the Contractor Property."

v) Add the following paragraph as subsection (v):

"Except as may otherwise be permitted in this Contract, VITA and Authorized User(s) shall not (a) reproduce publish, display, distribute, sell, sublicense, transfer, rent, lease, publish, broadcast, timeshare, loan, disclose, or otherwise make available the Contractor property, or any part thereof, to any third party; (b) reverse engineer, disassemble, decompile or otherwise attempt to derive source code from the Contractor Property, or any part thereof; (c) modify, translate, adapt, alter or create derivative works (as defined under the United States copyright laws) based upon the Contractor Property or any part thereof; (d) remove any proprietary notices, labels, or trademarks or service marks on any Contractor Property; (e) merge the Contractor Property, or any component thereof with another program (unless otherwise authorized herein); (f) use the Contractor Property, or any component thereof, for any purposes other than those explicitly stated in the Agreement; (g) have any right to any source code for the Contractor Property (h) permit

any party not specifically licensed herein to use the Contractor property; (i) use download functionality enhancement tolls for purposes contrary to those authorized under this Contract and any applicable Order; or (j) post any note or comment using a Contractor product which permits such posting functionality that is unlawful, hateful, defamatory, obscene, abusive, sexually explicit, racist, threatening or otherwise objectionable or encouraging of conduct that would constitute a criminal offense or give rise to civil liability. Further, VITA and the Authorized User(s) shall cooperate in Contractor's efforts to protect its rights in the Contractor Property."

SOFTWARE UPGRADES AND EVOLUTION

Add the following words at the end of the first sentence: "provided the Commonwealth pays annual subscription price in accordance with this agreement.

Delete the second sentence in its entirety.

Add the following paragraph to the end of this section:

"Except for Contractor's obligations under the paragraph above, in no event shall Contractor's aggregate liability arising out of any kind of claim (whether in contract, tort, or otherwise), under this Contract or arising out of or resulting from VITA's use of any Contractor Product(s) exceed twice the Commitment Fee paid under this Contract or award with respect to such Contractor Product(s)."



COMMONWEALTH of VIRGINIA

Lemuel C. Stewart, Jr.
CIO of the Commonwealth
Email: lem.stewart@vita.virginia.gov

Virginia Information Technologies Agency 11751 Meadowville Lane Chester, Virginia 23836-6315 (804) 416-6100 George Goodman 804-416-6162

March 5, 2008

RFP 2008-08

MEMORANDUM: All Potential Bidders

Re: Amendment # 1 to the IFB

Note: All potential bidders should sign this document in the space provided and submit

with their response

The following changes were made to IFB 2008-08 via this amendment #1:

The Solicitation document, IFB #2008-08 for Computer Based Training, and accompanying Pricing Spreadsheet have been replaced in their entirety with IFB #2008-08R and the accompanying Revised Pricing Spreadsheet for IFB #2008-08R. Please disregard the IFB document #2008-08 and its Pricing Spreadsheet issued on February 29, 2008.

Changes to the IFB #2008-08 were primarily for the purpose of clarification and elimination of duplication. There were some changes in the software titles listed in the Pricing Spreadsheet to bring the listed software up to the latest versions.

The Due Date and Time of the IFB has not been changed.

By signing and returning this document the bidder acknowledges all the changes incorporated herein.

Name of company: Pringforward Inc Date: 3/12/2008

Signature: Telephone: 40 768-9129

George S. Goodman, Jr., Sourcing Specialist

Supply Chain Management, VITA

SOLICITATION INSTRUCTIONS

A. Explanation to Bidders

Any request for clarification or explanation regarding this solicitation, including the specifications, terms and conditions, or Pricing Exhibit, must be submitted in writing to the Single Point of Contact (SPOC) identified on the cover page of this solicitation not later than five (5) days prior to bid opening.

BIDDER IS STRONGLY ADVISED TO READ THESE INSTRUCTIONS, REVIEW THE PRICING EXHIBIT located at "A", AND READ ALL TERMS AND CONDITIONS PRIOR TO SUBMITTING A BID. BIDDER IS FURTHER ADVISED TO CHECK THE VIRGINIA E-PROCUREMENT WEBSITE (http://www.eva.virginia.gov/) FOR ANY AMENDMENTS OR CHANGES TO THIS SOLICITATION. THIS SOLICITATION IS SUBJECT TO THE PROVISIONS OF THE VIRGINIA PUBLIC PROCUREMENT ACT (VPPA) (§§ 2.2-4300 et seq. of the <u>Code of Virginia</u>).

Any explanation from VITA will be in the form of an amendment to the solicitation (see "AMENDMENT OF SOLICITATION" below). Oral explanations or instructions given before the award of a contract will not be binding.

eVA, the Virginia e-procurement website, located at http://www.eva.virginia.gov/, also provides information about acquisitions conducted by VITA for Information Technology-related products and services. Bidders are invited to check eVA regularly. This solicitation and any related documents are available from eVA.

B. Amendment of Solicitation

Any amendment or change to this solicitation will be issued in writing and will identify the changes to be made in the bid. All amendments will be posted to eVA.

If the bid opening date is extended, the new date and time will be clearly shown on the face of the amendment. Bidder is required to sign and return a copy of any and all amendments with its bid to indicate that it has a copy of the document(s) and is aware of the changes made.

C. Preparation of Bid

Bid shall be submitted on the forms furnished unless otherwise specified in the solicitation and must bear an original signature by an individual authorized to bind the company submitting the bid. If erasures or other changes appear on the form, each erasure or change must be initialed by the person signing the bid. Bids submitted by electronic means (e.g., e-mail, fax) other than eVA will not be considered. Bidder may not submit multiple (additional or alternate) bids in a single envelope.

Bidder is required to enter its Federal Employer Identification Number (FEIN) in the space provided on the cover page of this solicitation. Failure to enter a number in the space provided or to provide a correct FEIN may delay award or result in VITA determining that the Bidder is not able to conduct business with the Commonwealth. It is the Bidder's responsibility to provide the correct FEIN and to keep VITA updated as to any changes in Bidder's status.

The Pricing bid form may provide for submission of a price or prices for one or more items. All prices shall be entered in the Pricing Exhibit unless otherwise specified therein. The Pricing Exhibit A may be a representation of some sub-group of contract line items used simply for evaluation purposes, thus creating a "Market Basket" of contract items. This may be done in cases where a fixed contract discount percentage or other discount schedule is requested (such as separate government and education pricing/discounts) instead of actual line item prices. If discount pricing is requested, the discount bid must be taken from a publicly available price list (such as an OEM/publisher's "List Price" document or GSA Schedule).

Where the Pricing Exhibit A explicitly requires that the Bidder bid on all items (i.e., an all-or-none requirement), Bidder's failure to do so will disqualify the bid. When submission of a price on all items is not required, Bidder should insert the words "no bid" in the space provided for any item on which no price is submitted.

Bidder shall include with its bid a signed copy of the Certification Regarding Lobbying which is provided as Exhibit C to this solicitation.

Additional bids may be submitted, when in the Bidder's judgment it can provide more than one solution which meets the required specifications of the procurement. Any additional bid shall be submitted on either a duplicate copy of the bid document or on plain paper and shall be clearly identified with the words "ADDITIONAL BID" written or printed on the face of each additional bid. An additional bid shall not be considered unless detailed specifications or descriptions sufficient to establish quality, utility and merit accompany the additional bid.

BIDDERS SUBMITTING ADDITIONAL BIDS ARE REMINDED THAT THE TERMS AND CONDITIONS WHICH APPLY TO THE ORIGINAL BID SHALL ALSO APPLY TO THE ADDITIONAL BIDS AND ANY MODIFICATION TO

TERMS AND CONDITIONS OF A SOLICITATION OR THE ADDITION OF RESTRICTIVE PROVISIONS BY A BIDDER SHALL BE CAUSE FOR REJECTION OF ITS BID.

D. Submission of Bids

TO BE CONSIDERED, A BID MUST BE RECEIVED AT THE ISSUING OFFICE ADDRESS ON OR BEFORE THE DATE AND HOUR DESIGNATED. If hand carried, deliver to the VITA receptionist located at the Issuing Office address indicated on the cover page of this solicitation. Bidder must pay particular attention to ensure that the bid is properly addressed. VITA is not responsible if the bid does not reach the Issuing Office's address specified by the date and time identified on the cover page of this solicitation. Sealed bids received after the date and hour specified are automatically disqualified and will not be considered. All bids must be sealed, addressed to the address shown as the Issuing Office of the solicitation, and marked on the outside of the Bidder's envelope as in the example below. Failure of the Bidder to comply with the aforesaid sealing, addressing, and marking requirement may result in a premature opening of, or a failure to open, the bid.

From:

Name of Bidder, Street or Box Number, City, State, ZIP Code

Due Date

IFB No.

Submission of a "no bid" is neither required nor requested.

By submitting a bid, Bidder certifies that it is not currently debarred by the Commonwealth of Virginia from submitting bids on Contracts for the type of goods and/or services covered by this solicitation, nor is Bidder an agent of any person or entity that is currently so debarred.

E. Registration with eVA

In order to be awarded any contract as a result of this solicitation, Bidder is required, by date of award, to be registered with eVA. If already registered with eVA, Bidder is advised to print the eVA page which lists its firm name and submit it with the bid response. If not registered, Bidder is advised to register at http://evaregishelp.dgs.virginia.gov.

Bidder is advised to print a copy of the completed registration confirmation and submit it with the bid response.

F. Late Bids, Modifications of Bids Or Withdrawals of Bids

Any bid received at the Issuing Office designated on the cover page of this solicitation after the exact date and time specified for receipt will not be considered for award.

A bid may be amended and/or withdrawn by a Bidder if the office issuing the bid receives a written request to amend or withdraw such bid before the date and hour for receipt of bids set forth on the cover page of this solicitation. The request must be signed by a person authorized to represent the person or firm that submitted the bid. Submission of a subsequent bid shall constitute the withdrawal of any prior bid submitted by the same Bidder on the same solicitation, unless specified otherwise.

G. Public Opening of Bids

Bids will be publicly opened at the time and date specified on the cover page of this solicitation. Bids will not normally be evaluated at the bid opening. All bids will be opened at the Issuing Office location shown on the cover page of this solicitation.

H. Demonstrations and Investigations

VITA reserves the right to require a Bidder to demonstrate, to the satisfaction of VITA, that the products or services offered will perform in a completely acceptable manner and will meet or exceed the specifications referenced in the solicitation. The demonstration site and time will be subject to agreement between VITA and Bidder.

VITA may make such reasonable investigations as deemed proper and necessary to determine the Bidder's qualifications to perform services or furnish the goods as outlined in this solicitation. The Bidder shall furnish to VITA all such information for this purpose as may be requested. VITA reserves the right to inspect the Bidder's physical facilities prior to award to satisfy questions regarding Bidder's capabilities. VITA further reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy VITA that such Bidder is qualified to carry out the obligations of the contemplated contract.

I. Pricing

Bidder is required to complete and submit the Exhibit A, Pricing included in this solicitation.

J. Contract Terms and Conditions

The terms and conditions contained in Exhibit D are mandatory and are the only terms and conditions that will govern any contract awarded as a result of this solicitation. Any modification, addition, clarification, or change to the mandatory terms and conditions by the Bidder shall cause the bid to be rejected.

If the Bidder includes additional terms and conditions, regardless of form, they will not be considered by VITA and will have no consequence to any resulting contract.

Neither VITA nor any public body which may place an order pursuant to any contract resulting from this solicitation is authorized to sign or execute any additional contract, license or other agreement, including shrink-wrap Software, containing contractual terms and conditions as a result of this procurement. Any documents signed by persons other than the individuals identified on the cover page of this solicitation, or individuals having contractually binding authority of the bidder, shall not be binding on VITA or any other public body. Bidder is encouraged to carefully read all of the Terms and Conditions prior to submitting a bid.

K. Bid Validity Period

Any bid submitted in response to this solicitation shall be valid for ninety (90) days. At the end of ninety (90) days the bid may be withdrawn at the written request of the Bidder. If the bid is not withdrawn at that time it shall remain in effect until an award is made or the solicitation is canceled.

L. Award of Contract

An award, if made, will be up to a total of four (4) responsive and responsible Bidders per category; three (3) with the lowest total price for the items listed on the Exhibit A, Pricing and one award may be made to a certified DMBE small business offering a reasonable price that is other than the lowest bidder.

VITA and any other public body or authorized user to place an order pursuant to any contract resulting from this solicitation reserve the right to purchase additional quantities of any of the items listed at the price quoted, or at a lower price, at any time during the term of the contract, if any, resulting from this solicitation, including any extensions thereto.

Pursuant to § 2.2-4318 of the <u>Code of Virginia</u>, VITA reserves the right to negotiate with the lowest responsive and responsible Bidder if such Bidder's bid exceeds available funds. VITA reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making an award or awards, whenever it is deemed in the sole opinion of VITA to be in the best interest of the Commonwealth.

VITA, in its sole discretion, may not make an award to any Bidder who is not current with its Industrial Funding Adjustment (IFA) payments as of the date of the award. Pursuant to §2.2-4321.1 of the <u>Code of Virginia</u>, and except as provided therein, VITA is prohibited from awarding a contract to any Bidder who owes back taxes to the Commonwealth of Virginia.

No award shall be made pursuant to this solicitation to any Bidder who, as of the date of award, is debarred from being a contractor to the Commonwealth of Virginia.

No award shall be made pursuant to this solicitation to any Bidder who, as of the date of award, appears on any of the Lists of Parties Excluded from Federal Procurement and Non-procurement Programs. Any Bidder awarded a contract pursuant to this solicitation who becomes a party excluded from Federal Procurement and Non-procurement Programs is hereby notified that its status as such a party shall be grounds for termination of its contract.

M. Award Notices

Upon the completion of evaluation, and if VITA determines to make an award, VITA will post a NOTICE OF AWARD (NOA). The notice will be publicly posted ten (10) days on eVA.

TELEPHONIC REQUESTS FOR BID RESULTS WILL NOT BE HONORED. Results will be made available in eVA as soon as a decision is made.

N. Anti-Collusion Certification

By Bidder's signature on the face of its bid, Bidder certifies that its bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same equipment, software, or services, and is in all respects fair and without collusion or fraud. Bidder understands collusive bidding is a violation of the Virginia Governmental Frauds Act and Federal Law and can result in fines, prison sentences, and civil damage awards. Bidder agrees to abide by all conditions of this bid and Bidder's representative certifies that he or she is authorized to sign the bid for the Bidder's firm.

O. Protests of Awards

All protests of awards shall be conducted in accordance with the provisions of the VPPA and VITA's Alternative Dispute Resolution procedure.

P. Bidder Trade Secrets or Proprietary Information

VITA reserves the right to use information submitted in response to this document in any manner it may deem appropriate in evaluating the responsiveness and responsibility of the Bidder. Ownership of all data, materials, and documentation originated and prepared for VITA pursuant to this solicitation shall rest exclusively with VITA and shall be subject to public inspection in accordance with the §2.2-4342 of the Virginia Public Procurement Act and the Virginia Freedom of Information Act.

Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of §2.2-4317 of the Code of Virginia shall not be subject to the Virginia Freedom of Information Act (§ 2.2- 3700 et seq.) if the bidder, offeror, or contractor requests protection of such trade secrets or proprietary information by the following:

- i). invoking the protections of this section in writing prior to or upon submission of the data or other materials,
- ii). identifying specifically the data or other materials to be protected, and
- iii). stating the reasons why protection is necessary.

FAILURE TO COMPLY WILL RESULT IN THE DATA OR OTHER MATERIALS BEING RELEASED TO SUPPLIERS OR THE PUBLIC AS PROVIDED FOR IN THE VIRGINIA FREEDOM OF INFORMATION ACT.

Bidder must provide as a separate appendix to its bid a list of all pages in the bid that contain proprietary information and the reason it deems such information proprietary. Only pages referenced in that list will be treated as proprietary. The classification of an entire bid as proprietary or trade secret, or the classification of line item prices as proprietary or trade secret, is not acceptable and may be deemed non-responsive. Bidder may be asked to provide a fully redacted copy of its bid on CD-ROM and hardcopy to be utilized in those circumstances where public bid review is needed.

Q. Alternative Dispute Resolution

By signing and submitting a bid under this solicitation, the Bidder agrees to submit any dispute, protest, or appeal of a protest denial to VITA's alternative dispute resolution procedures. Such use of VITA's alternative dispute resolution procedures shall be concurrent with and not in lieu of the Bidder's other statutory protest appeals outlined in §§2.2-4364 and 4365 of the <u>Code of Virginia</u>.

R. Small, Woman, and Minority (SWaM) Owned Businesses and Service-Disabled Veteran-Owned Businesses It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation and strengthening of small businesses and businesses owned by women and minorities as well as businesses owned by servicedisabled veterans and to encourage their participation in State procurement activities. The Commonwealth encourages all suppliers to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities.

A supplier which is a SWaM business or a business owned by a service-disabled veteran, and is registered with the Department of Minority Business Enterprise (DMBE), should include a copy of its certification or its certification number in its proposal. A Supplier which is a SWaM business or a business owned by a service-disabled veteran but which is not registered with DMBE, can register at http://www.DMBE.virginia.gov.

If Supplier intends to utilize subcontractors to provide any good or service under its contract then Supplier shall provide a Small Business Subcontracting plan. If Supplier does not plan to use subcontractors in executing a contract resulting from this IFB, Supplier shall so state.

By the 10th day of every month, Supplier shall submit to VITA the Small, Woman, and Minority Owned Business (SWaM) Subcontracting Monthly Report (template available at

http://www.vita.virginia.gov/procurement/documents/SWaMSubcontractingReportTemplate.xls
Supplier's report should include spend on all Supplier's contracts with second-tier suppliers which provide products or service under this Contract. Supplier shall submit the report to SWaM@vita.virginia.gov. The SwaM subcontracting report should also include spend on all Supplier's contacts with second-tier suppliers who may be small businesses owned by service-disabled veterans.

S. Solicitation Description and Invitation For Bid Process.

VITA will use the competitive sealed bidding process for this solicitation. Bidders must submit their responses in a sealed package; clearly marked <u>"IFB #2008-08R"</u> with the Due Date and Time clearly marked.

The solicitation consists of:

- IFB 2008-08R Cover Page
- Solicitation Instructions
- Exhibit A Pricing
- Exhibit B Requirements

- Exhibit C Certification Regarding Lobbying
- Exhibit D Contract Terms and Conditions

VITA reserves the right to initiate any inquiries and conduct any tests it may deem advisable and to make all evaluations necessary. VITA also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of VITA to be in its best interest.

VITA, in its sole discretion, will accept or reject each Response, based upon each bid's responsiveness, the responsibility of the bidding firm, and Qualifications of the Bidder.

Bidders will be notified of the results of this competitive procurement when the Notice of Award is posted in eVA. Verbal or telephonic inquiries regarding the status of bids will not be accepted.

T. Contract Terms and Conditions

See the electronic document entitled "IFB 2008-08R Computer Based Training.doc" posted with this solicitation at the eVA website. Exhibit D contains the mandatory Contract Terms and Conditions. Bidder shall print a copy of the requested sections of the solicitation document, including any and all exhibits, attachments or amendments thereto, and include such copies with all required signatures, with its bid response.

EXHIBIT B: SECTION 1: IFB PROCEDURES

A. PURPOSE

The purpose of this Invitation for Bids is to establish a statewide contract for the purchase of computer based training (CBT) courses, materials and related services by Commonwealth entities, hereinafter called Authorized Users¹.

For purposes of this solicitation, CBT offerings are divided into two (2) course categories,

- Information Technology (IT) Professional Development,
- Desktop Applications/End User Computing.

A "market basket" sample of courses is listed in the "Pricing Spreadsheet" for award and evaluation purposes. However, this sampling is not intended to limit the bidder's course offerings and bidders are encouraged to list as many courses as they want to be included under a proposed contract, if so awarded by VITA.

Contract usage or purchase volume is uncertain for the awarded contracts. These contracts will be optional-use contracts. An award does not guarantee any purchase by a Commonwealth of Virginia Authorized User.

B. Scope

This document contains the instructions governing the bid offer being submitted and the material and format in which bid offers are to be structured. Also included are mandatory contractual terms and conditions.

1. GOVERNING DOCUMENTS

ne governing documents for this solicitation shall be only the most recently dated solicitation as issued and published on the DGS website at: www.http://www.eva.virginia.gov. These files include the IFB 2008-08 solicitation documents and MS Excel spreadsheet file for use in submitting the pricing and other data, as well as any and all appendices, attachments, answers to vendor questions, amendments and other pertinent documents if and as appropriate.

C. Pre-Bid Conference

None.

D. Vendor Understanding of Requirements

It is the Bidder's responsibility to inquire about and clarify any requirement of this IFB that is not clearly understood by the Bidder. Verbal questions are discouraged as verbal answers provided are non-binding to this solicitation. The Commonwealth will not be bound by any verbal responses to questions. All inquiries concerning this IFB should be submitted in writing to:

George S. Goodman Virginia Information Technologies Agency 11751 Meadowville Lane Chester, Virginia 23836

VITA/SCM IFB 2008-08R

¹Any state agency, institution of higher education, locality or local school division, political subdivision or other public body as defined in the Code of Virginia, §2.2-4304.

All written inquiries must be received by the Issuing Office on or before the close of business,

March 14, 2008. E-mail is preferred. Please direct e-mail, with "IFB 2008-08R" in the Subject line, to the attention of : George Goodman, at this e-mail address:

George.goodman@vita.virginia.gov

No further written inquiries will be accepted after the above referenced date. In the event the due date of this solicitation is changed, for whatever reason, further written inquiries must be received within sufficient time prior to the revised due date so that written amendment(s) can be issued in eVA.

E. Identification of Bids

The cover page of the solicitation must be returned, bearing the authorized signature of a responsible representative of the bidder, and other requested information on that page, including the offering firm's Federal Identification Number (FIN). One paper copy of the complete bid offer, including pricing must be submitted for contractual purposes. Bid offer must also be submitted on CD-ROM discs, and shall be clearly marked on the outside cover of all envelopes, boxes, CD-covers or packages, and also on the individual CD-ROM discs themselves, as follows:

From: Name of Bidder

Street or P.O. Box Number City, State, Zip Code

IFB Number 2008-08R

(Bid offer, Redacted Bid Offer or Pricing Spreadsheet)

The CD-ROM discs must be individually labeled with their contents. The labeling information should be printed on the CD-ROM media.

F. Oral Presentation/Demonstration

An oral presentation and or demonstration by the Bidder may be required. If an oral presentation/demonstration is required to clarify or substantiate any area contained in the bidder's response, the Issuing Office will schedule a time and place for the presentation. The bid offer must be complete in all respects, as oral presentations and demonstrations MAY NOT be scheduled. All costs incurred by a Bidder to provide oral presentations/demonstrations are the responsibility of the Bidder.

G. Bid Format

When preparing a bid offer, bidders must adhere to the following general instructions in order to bring clarity and order to their solicitation response and the subsequent evaluation process. The bid offer is to be delivered in several parts or elements, all within a single main response envelope labeled with the Bidder Firm name and the Solicitation number. All parts are to be submitted, both paper/hard copy and separate CD-ROM discs, each clearly and appropriately labeled. The required bid elements are as follows:

- The first element is the cover sheet of this solicitation document. It must be signed by the Bidder's contractually binding authority, and must be submitted to the issuing Office identified on the face page of the solicitation. The firm's address, contact person and other information, including the firm's FEIN must also be entered in the spaces provided on this page.
- One complete paper/hard copy of each separate bid offer, including the complete solicitation document, and hard copies
 printed from all files submitted on CD-ROM, must be submitted in a sealed envelope labeled "IFB 2008-08R Bid
 Response Paper Copy." The paper/hard copy documents will be used for contractual purposes when making a bid
 award.

- 3. All CBT courses and related services offered must be listed in a <u>Listing Spreadsheet</u>. This Listing must include the information shown in the table below. A complete CBT product and optional service(s) listing shall consist of all:
 - CBT courses/products offered.
 - · Related services offered.
 - Bid prices offered (derived from the Cost Ratio and URL, both from the Pricing Spreadsheet)
 - URL of Publisher's web page(s) where pricing can be verified and information and descriptions of CBT courses offered can be viewed.

All document(s) file(s) must also be submitted in an appropriately labeled sealed envelope, in MS Word format on an appropriately labeled CD-ROM disc, in a Table formatted as follows:

Company Name	Course Title	Delivery Medium	Course ID#	Bid Price (CR x IP)	Cost Ratio	Index Price	Index URL
SAMPLE CO.	MS Word 2003 – Level 1	1 user, CD-ROM	PI- 111222c	\$77	.77	\$100	www.sampleco.com/msword/111222.htm l

- 4. <u>Pricing Spreadsheet</u>, (see Section 2). The Pricing Spreadsheet (downloaded from the eVA website) is to be submitted on a clearly marked CD-ROM disc. The Pricing Spreadsheet must be delivered in accordance with instructions contained in Section 2. Be advised, you are required to download a MS Excel spreadsheet file for your required use in submitting this cost information. You must follow the instructions given for downloading and supplying required information and costs by inserting data into the spreadsheet file supplied at the eVA website (see Section 1.10). This cost information must be submitted in MS Excel format, and only one CD-ROM disc is required.
- 5. A redacted bid offer, <u>but only if necessary</u>, for identification of proprietary information. The revised bid offer, with proprietary information redacted, is to be submitted on a separate CD-ROM disc. Data that has been removed must be so noted and there must be an explanation for each item removed as proprietary. NOTE: IT IS NOT ACCEPTABLE TO MARK AN ENTIRE DOCUMENT AS PROPRIETARY. IT IS ALSO UNACCEPTABLE TO MARK THE BID PRICING AS PROPRIETARY.
- 6. If the Bidder is not the Publisher or OEM of CBT products offered, the Bidder must supply a hard copy, written confirmation, signed by a responsible person from the Publisher or OEM, that states that the bidder is an authorized reseller of all Publisher or OEM products and services offered.

H. eVA Website

The Commonwealth maintains an e-procurement portal at http://www.eva.virginia.gov. Bidders are requested to check this site prior to submitting bids, in the event the solicitation is amended or extended. Failure to check for amendments does not relieve the Bidder from complying with all terms of any such amendment.

EXHIBIT B: SECTION 2 - MANDATORY REQUIREMENTS

A. 1. CBT Categories and Requirements

The Commonwealth is seeking to establish multiple Statewide Master Contracts in two CBT categories. The categories are:

- a. Information Technology (IT) Professional Development,
- b. Desktop Applications/End User Computing.
- B. A "market basket" sample of courses is listed in the "Pricing Spreadsheet" for award and evaluation purposes. However, this sampling is not intended to limit the bidder's course offerings and bidders are encouraged to list as many courses as they want to be included under a proposed contract, if so awarded by VITA.
 - c. The following mandatory requirements apply to these categories:
 - The minimum number of course offerings to be listed in each category to be considered for award shall be:
 - 200 IT Professional Development courses
 - 200 Desktop Apps/End User Computing courses
 - The following delivery mediums must be provided, but are not limited to:
 - DESKTOP based: (DISKETTE/CD-ROM/DVD-ROM (or other recorded, mailable medium)
 - WEB based: (Internet/Intranet, online or downloadable)
 - LAN based: (Customer Server, online or downloadable)
 - The following course features must be provided, but are not limited to:
 - Skill Assessments
 - HELP feature
 - Book-marking
 - 30 Day No-Cost Preview
 - Administrative features:
 - registration
 - tracking
 - reporting
- C. Bid Pricing (Pricing Schedule)
- 1. PRICING WORKSHEET:

BIDDERS <u>MUST</u> SUBMIT BID PRICING WITHIN THE PROVIDED MS EXCEL FILE, located herein as Exhibit "A". WHICH BEARS THE NAME OF:

"IFB 2008-08R Pricing Spreadsheet.xlsm"

2. THIS FILE MUST BE DOWNLOADED FROM THE eVA WEBSITE LOCATED AT URL:

http://www.eva.virginia.gov/

(a) THIS FILE MUST BE USED UNMODIFIED (EXCEPT For Bidder Information and Pricing) FOR SUBMISSION OF ALL BID PRICING ON THE CD-ROM DISC SUBMITTED IN RESPONSE TO THIS SOLICITATION. PRICING not organized in this manner may cause bid to be ruled non-responsive for failing to specifically address these requirements.

The instructions for completing the two category worksheets are re-printed here.

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INSTRUCTIONS:

On the following worksheets, enter your firm's data per the following instructions:

NOTE:

Sample data, shown in red font color, has been inserted as a guide on each sheet.

Enter your firm's name in the "COMPANY NAME" column.

Enter your firm's course data that most closely matches the provided titles.

Enter the course ID number, your part number, as appropriate.

Enter your firm's bid price in the "BID PRICE" column. (NOTE: Bid Price = Index Price x Cost Ratio)

Enter the Publisher's purchase price in the "Index Price" column.

Enter the Publisher's website URL in the "INDEX URL" column (where the published index price for the course can always be found).

2. EVALUATION OF PRICING:

Evaluated Cost (**EC**) for each CBT course/product offered will be determined by the numeric sum of bid costs for the Market Basket Sampling of 15 courses (for single course, for 2 to 25 courses and for 100 courses) listed in the Pricing Spreadsheet workbooks, for each category, separately. Ranking of bidders within categories will be ordered in ascending **EC** for the purpose of making multiple awards, up to a total of 4 awards (one of the four will be made to a SWaM supplier) within the two CBT categories.

Awards will be made based upon lowest cost total for the 25 sample courses listed (single user delivered, 2 to 25 user delivered and 100 user delivered pricing). Other courses may be offered and bidders are encourage to list as many other courses as they can provide using the price index they have calculated/offered.

3. PRICE CHANGES:

ALL PURCHASE PRICES SHOWN FOR CBT courses/products/services MUST BE NOT-TO-EXCEED PRICES. At no time during this agreement will a Contractor be allowed to exceed the prices offered in the IFB response, except as provided herein. The Master Contract pricing shall therefore be Not-To-Exceed (NTE) pricing. VITA will use the NTE prices in the following manner. Pricing will be tied to an Index (i.e.OEM publisher listed price, etc.). CBT courses/products/services purchase prices even must be verifiable at the Publisher's or OEM's web site, from the Publisher's or OEM's web-published purchase prices. Sovernment: (i.e. state and local, GSA) purchase prices are preferred, but the OEM's web-published purchase pricing for any class of customer (i.e. retail, etc.) may be utilized to index CBT courses/products/services offered. VITA will use the web-published pricing to calculate a CBT Cost Ratio (CR)¹. For each training course, and related products and services, the web site URL identified for the OEM shall be the Index web site.

The CR will be determined by first calculating a contract dollar amount (CDA) equal to the purchase price offered. The CR is then calculated by dividing the CDA by the manufacturer's current published government purchase price (MPP). (Figures rounded to the nearest whole dollar.)

All subsequent contract item *purchase price* changes will be governed by the CR for the life of the Master Contract. Any new prices charged for product replacements, whether caused by manufacturer price changes, obsolescence, etc. shall maintain the CR established by the original CR calculation described above. (See example CR calculation below.)

(α) Example CR calculation:

- (β) Course ID# "X" purchase price offered is \$109. Therefore, the CDA= \$109.
- (χ) The Publisher/OEM published government purchase price, for the same course ID#, is \$149.99. Therefore, (using all rounded figures), CR = \$109 / \$150 = .726. (CR = CDA / MPP).
- (δ) .73 (rounded) shall be the CR, for Course ID "X". This CR shall be maintained for the life of the contract for Course ID# "X".

(3)

B. Product Substitutions

`e Contractor may substitute or replace products that are of equal or greater value and equivalent or greater specification to sisting contract items, as necessary, when the change is required due to the Publishers or OEM's course product/service changes. All changes must be reflected on the Index web site/page designated for that item prior to substitutions of contract items. All subsequent contract item changes, including price, will be governed by the CR for the life of the Master Contract.

C. URL Changes

It is the intent of the Commonwealth to be able to use all URL(s) supplied with the bid offer for the life of the contract. In the event that the URL provided cannot be persistently maintained, the contractor must notify the Contracts Officer, VITA of any and all changes to the index URL(s) 30 days prior to any changes. For award purposes, the URL provided on the printed hard copy will be used to calculate the Cost Ratios for courses/products/services offered. Should any change to the URL(s) provided with the bid offer be made prior to award, but after this solicitation's due date, bidder must notify VITA/SCM immediately. E-mail notification is preferred. Please direct e-mail, with "IFB 2008-08R, URL Change Notification" in the Subject line, to the attention of George Goodman at the following e-mail address:

George.goodman@vita.virginia.gov

and also follow up the e-mail message notification with an original hard copy mailed to:

Mr. George Goodman Virginia Information Technologies Agency 11751 Meadowville Lane Chester, Virginia 23836

D. Bid Evaluation Period

The Commonwealth may elect to conduct testing of products offered before the award of the Contract. All Bidders should be prepared to provide offered courses/products for such testing prior to award. Should the Commonwealth elect to test a Bidder's offering, the Bidder must provide one (1) evaluation unit for each course listed in the Market Basket sampling. The Delivery dium specified in the Pricing Spreadsheet will determine how the product is provided for bid evaluation. If the Commonwealth determines that the Bidder's offering does not meet the specifications as stated in the IFB, the bid will be rejected. The Bidder shall be liable for all costs associated with the courses/products submitted for evaluation.

E. Warranty/Maintenance

Contractor shall provide a toll free technical support contact number where end user may obtain assistance with the installation, configuration and use of the CBT product identified in individual purchase orders for the duration of the contract term.

F. Use Restrictions

- 1. Title to all CBT products ordered under this contract shall remain solely that of the contractor.
- 2. Delivery medium specified shall determine how CBT products are to be licensed and used by the ordering Agency/Authorized Contract User(s). Usage rights extend to contractors employed by the ordering agency.

The ordering Agency is authorized to copy installed CBT products for backup and archival purposes only.

The ordering Agency shall be responsible for any and all problems arising from hardware or software compatibility problems arising from installation of the CBT product ordered. The contractor will assist in correcting any and all such problems to the maximum feasible degree.

H. eVA Business-To-Government Vendor Registration:

The eVA Internet electronic procurement solution, website portal www.eva.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA; failure to register will result in the bid/proposal being rejected.

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- a. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, online registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
- eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.
- c. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
- d. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

EXHIBIT B: SECTION 3 - DATA SHEET

- A. Qualifications of Offeror: Bidder must have the capability and capacity in all respects to fully satisfy all of the contractual requirements.
- B. Must be an authorized reseller and /or approved provider of the products and/or services by the manufacturer.
- C. Must have provided similar products/services in a similar environment. Please record such information in reference blocks below.
- D. Years in Business: Indicate the length of time your company has been in business providing products/services requested herein.

Λ	Years	6	Months

E. References: Indicate below a listing of references for which your company has recently provided this type of services. Include the dates service was provided, the name, address and phone number of person VITA has permission to contact.

Jilent	Street Address and Email Address	Contact Person and Phone Number	Begin and End Dates of Service	
Washington Suburban Sanitary Commission (WSSC) Elementk eLearning	14501 Sweitzer Lane Laurel, MD 20707 twoods@wsscwater.com	Tara Woods, SSMO (301) 206-8199	January 2007 - Ongoing	





Collaborative Relationships Reference List

This reference list is your guide to approved professional development sources.

- . Communications Briefings Briefings Publishing Group: A monthly source of ideas and techniques that will help you communicate more effectively in every situation—with employees, clients, everyone you meet. Invest only 20 minutes a month, and get more done, faster, with less effort. Here's just a small sample of what you'll find in each issue: Memos that get the job done. Coping with all types of critics, Keys to motivating younger employees.

 The Office Professional—McMurry, Inc.: A monthly source of tips, tools and techniques that will help you improve working
- relationships, polish your grammar, language and communications skills, expand your knowledge of office technology and online resources and develop new expertise in administrative managment.

- Douglas Stone, Bruce Patton & Sheila Heen-Difficult Conversations: How to Discuss What Matters Most; Penguin Books 1999
- Kimball Fisher--Tips for Teams: A Ready Reference for Solving Common Team Problems (Paperback); R.R. Donnelley and Sons, Inc. 1995

Access Key

If you have an access key for additional content, enter it here. It's not necessary to re-enter the key each time you enter the site.

SEND

VIEW CONTENT AVAILABLE FOR PURCHASE

The Brainbench exam is the first step to your professional development training. Take each exam prior to your classroom training to gauge your level of proficiency

Click on the link to begin the exam.

- Business Ethics Awareness (U.S.)
- Business Communication
- Business Writing

Computer Sciences Corporation CSC Elementk eLearning	15000 Conference Center Drive Chantilly, VA 20151	Mike Lillard, Mentor- Protégé Coordinator (703) 818-4932	March 2008-March 2009
	mlillard@csc.com	(103) 616-4932	
 Customized landing page Certification paths Reference library Vlabs Brainbench exams Links Assessments Student registration Tracking and reporting 24/7 technical support Course libraries: Corporate Comprehensive IT 			
Business The City of Baltimore E-Learning option for Supervisory Program participants	201 E. Baltimore Street 3 rd Floor Baltimore, MD 21202 Shelley.hawkins@baltimorecity. gov	Shelley Hawkins (410) 396-5715	9/17/2007 9/17/2008
Maryland Aviation Administration house Computer Based Intranet Safety Training Program o 2 hours of IT support	7005 Aviation Blvd. Glen Burnie, MD 21061 pyost@bwiairport.com	Phoebe Yost (410) 859-7001	6/30/2007

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EXHIBIT C: CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- i). No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee or an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.
- ii). If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- iii). The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and Contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

2

Signature:	Kimberly Jer
Printed Name:	Kimberly June
Organization:	Springforward, Inc
Date:	March 13, 2008

EXHIBIT D: MANDATORY CONTRACTUAL TERMS AND CONDITIONS INVITATION FOR BID (IFB) #2008-08

This Contract ("Contract") is entered into between the Virginia Information Technologies Agency (VITA) pursuant to §2.2-2012 of the <u>Code of Virginia</u>, (hereinafter referred to as "VITA") on behalf of the Commonwealth of Virginia and other public bodies ("Authorized User") identified on the VITA order to which these terms and conditions are attached ("Order"), and the supplier identified on such Order ("Contractor"). This Contract shall be effective upon execution of the Order by VITA and Contractor.

1. SCOPE

Nothing contained in this Contract shall be construed as authority for either party to make commitments beyond the items set forth herein or on the Order.

2. INCORPORATED CONTRACTUAL PROVISIONS

The contractual provisions at the following URL are required provisions that are hereby incorporated by reference: http://www.vita.virginia.gov/procurement/documents/StatutorilyMandatedTsandCs.pdf

The contractual claims provision §2.2-4363 of the <u>Code of Virginia</u> and the required eVA provisions at http://www.vita.virginia.gov/procurement/documents/eVATsandCs.pdf are also incorporated by reference.

The terms and conditions in documents posted to the aforereferenced URLs are subject to change pursuant to action by the legislature of the Commonwealth of Virginia or the adoption of revised eVA business requirements. If a change is made to the terms and conditions, a new effective date will be noted in the document title. Contractor is advised to check the URLs periodically.

3. Governing Law

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to that body of law controlling choice of law. Any and all litigation shall be brought in the circuit courts of the Commonwealth of Virginia. The English language version of this Contract prevails when interpreting this Contract. The United Nations Convention on Contracts for the International Sale of Goods and all other laws and international treaties or conventions relating to the sale of goods are expressly disclaimed. UCITA shall apply to this Contract only to the extent required by §59.1-501.15 of the Code of Virginia.

2. Contract Term

The term of this Contract shall be two (2) years from the date of award by VITA with three optional one (1) year renewals at the sole discretion of the Commonwealth. Expiration of the term of the Contract shall not affect any perpetual license granted hereunder.

3. TERMINATION AND CANCELLATION

VITA may terminate this Contract, in whole or in part, upon not less than thirty (30) days prior written notice at any time for any reason ("Termination for Convenience"). Upon Termination for Convenience, neither the Commonwealth, nor VITA, nor any Authorized User shall have any future liability except for services rendered or products delivered by Contractor prior to the termination date.

VITA shall have the unilateral right to terminate this Contract for Default, in the event that any one or more of the following events of default occur or continue during the term of this Contract,

- the Contractor shall fail to deliver the equipment or services required by this Contract within the time limits set forth in the Contract, or
- ii). the Contractor shall repeatedly fail to respond to requests for maintenance or other services within the time limits set forth in the Contract, or
- iii) the Contractor shall default on any of the other terms set forth within this Contract.

If VITA or an Authorized User deems the Contractor to be in default, VITA or VITA on behalf of any Authorized User shall issue a "Show Cause Notice" identifying the failure/nonperformance and providing Contractor ten (10) days to cure such failure/nonperformance. If Contractor fails to answer the Show Cause Notice, or does not correct the deficiencies noted, VITA may immediately terminate this Contract, in whole or in part. Such termination shall be deemed a Termination for Default. In such event, the Commonwealth will only be liable for

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products and services accepted prior to the date of termination. All costs of de-installation and return of material will be the Contractor's expense.

The Commonwealth's failure to exercise its right to terminate for default under this provision shall not be construed as a waiver of its right to terminate, rescind or revoke this Contract in the event of any subsequent default on any provisions of this Contract.

Contractor shall submit for resolution any contractual dispute or order dispute to the Commonwealth according to the terms of the Disputes Section of this Contract. Termination of this Contract, for Convenience or for Default, shall not affect any perpetual license granted to an Authorized User pursuant to this Contract, provided such Authorized User has paid all fees for such license and unless Authorized User has terminated such license in accordance with this Contract.

4. DEFAULT

In case of failure to deliver goods or services in accordance with the Contract terms and conditions, VITA, after due written notice to contractor, may procure the goods and services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that VITA or the Authorized User may have.

5. TERM OF LICENSE

All licenses granted under this Contract are purchased on a non-exclusive, non-irrevocable perpetual license basis and shall commence upon acceptance of the software by the Authorized User. It is expressly understood that "perpetual" license rights shall commence upon delivery of the Software to the Authorized User and shall exist in perpetuity unless otherwise terminated in accordance with the applicable provisions of the Contract. Notwithstanding the foregoing, VITA or the Authorized User may terminate any license at any time. This license is perpetual and in no event shall Contractor's remedies for any breach of this Contract include the right to terminate any license or support services hereunder.

6. TERMS OF USE

The rights of VITA or the Authorized User in software developed at private expense may be restricted by the Contractor in accordance with this Contract. At a minimum however, the Authorized User shall have:

- Unlimited use of such software on the equipment for which it is acquired or on any replacement equipment whether or not of similar processing power;
- ii). Use of such software with a backup system if the system(s) for which or with which it was acquired is
 inoperative because of a malfunction, or during an emergency, or the performance of engineering changes or
 changes in features or model;
- iii). The right to use such software at any Commonwealth installation to which the computer(s) may be transferred by the Commonwealth;
- iv). The right to copy such software for safekeeping (archives) or backup purposes.

7. No Shrink Wrap

Notwithstanding any other provision or other unilateral license terms which may be issued by Contractor after the Effective Date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of an order for software, or the fact that such other agreement may be affixed to or accompany software upon delivery ("shrink wrap"), the terms and conditions set forth herein shall supersede and govern licensing and delivery of all products and services hereunder (and any EULA addendum to this contract, if applicable).

8. WARRANTY

Contractor warrants the operation of the software identified in this Contract for a minimum of twelve (12) months, or such longer period as may be agreed to, after installation. Software that fails to operate in accordance with the Contractor's Proposal or published specifications will be returned, at Contractor's expense, for replacement. Contractor agrees to replace any non-conforming software within five (5) calendar days after its receipt of the returned software. Warranty service shall include, but not necessarily be limited to, detection and correction or errors, updating of all software to operate with all updated or revised versions of the operating systems for which the software is licensed, and provision of enhancements to the software as they are generally made available. Warranty charges shall include unlimited telephonic support and all travel, labor, and documentation necessary to maintain the software in accordance with Contractor's published specifications.

Contractor warrants the operation of the software/firmware products identified in the Order for a period of twelve (12) months after acceptance. Products failing to meet vendor's published specifications will be

returned (at the Contractor's expense) for replacement or a full refund at the Authorized User's option. Contractor agrees to replace the software within three (3) days after receipt of the returned product.

9. Malicious Code

Contractor warrants that, to the best of its knowledge, there are no computer viruses, worms, time bombs, or similar components or undocumented features in the software at the time of delivery to an Authorized User; and the software does not contain any embedded device or code (e.g., time bomb) that is intended to obstruct or prevent any Authorized User's use of the software. Notwithstanding any rights granted under this Contract or at law, Contractor hereby waives under any and all circumstances any right it may have or may hereafter have to exercise Electronic Self-Help. Contractor agrees that an Authorized User may pursue all remedies provided under law in the event of a breach or threatened breach of this Section, including injunctive or other equitable relief.

10. SOFTWARE UPGRADES and Evolution

The Authorized User shall be entitled to receive any and all upgraded versions of the software that Contractor may make available in the future. The maximum charge to the Authorized User shall not exceed the differential cost of the original version compared to the price of the upgraded version. Should Contractor merge or splinter the Software previously provided to any Authorized User, such action on the part of Contractor shall not in any way result in any Authorized User being charged additional license or support fees in order to receive enhancements, releases, upgrade or support for the Software.

11. TESTING AND INSPECTION

The Authorized User reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

12. DATE OF ACCEPTANCE

The date of acceptance for all software shall be the first day after completion of successful installation or testing, or the final acceptance of any services provided. The Authorized User shall be given fifteen (15) days to test the software or services provided under this Contract.

17. CONDITIONS OF PAYMENT

All equipment, software, or services provided by Contractor pursuant to this Contract shall be delivered/performed to the satisfaction of the Authorized User and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Contractor shall not receive payment for defective material or work found by the Authorized User to be unsatisfactory, or performed in violation of federal, state, or local laws, ordinances, rules, or regulations.

18. NON-APPROPRIATION

All payment obligations under this Contract are subject to the availability of legislative appropriations at the federal, state, or local level, for this purpose. In the event of non-appropriation of funds, irrespective of the source of funds, for the items under this Contract, VITA may terminate this Contract, in whole or in part, or any order, in whole or in part, or an Authorized User may terminate an order, in whole or in part, for those goods or services for which funds have not been appropriated. Written notice will be provided to the Contractor as soon as possible after legislative action is completed. Termination for lack of appropriations shall not affect any perpetual license granted to an Authorized User pursuant to this Contract, provided such Authorized User has already paid all fees for such license.

19. TAXES

Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request, and can be obtained online at http://www.tax.state.va.us/. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

20. TITLE (SOFTWARE/FIRMWARE)

Contractor represents and warrants that it is the sole owner of the software or, if not the owner, has received all proper authorizations from the owner to license the software, and has the full right and power to grant the rights contained in this Contract. Contractor further warrants and represents that the software is of original development, and that the package and its use will not violate or infringe upon any patent, copyright, trade secret or other property right of any other person. Title for all material, other than software, provided pursuant to this Contract shall pass to the Authorized User upon payment.

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21. Liability and Indemnification

Contractor agrees to indemnify, defend and hold harmless VITA, any Authorized User, their officers, directors, agents and employees ("Commonwealth's Indemnified Parties") from and against any and all third party claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, fines, judgments, settlements, expenses (including attorneys' and accountants' fees and disbursements) and costs (each, a "Claim" and collectively, "Claims"), incurred by, borne by or asserted against any of Commonwealth's Indemnified Parties to the extent such Claims in any way relate to, arise out of or result from: (i) any intentional or willful conduct or negligence of any employee or subcontractor of Contractor, (ii) breach of any representation, warranty or covenant of Contractor contained herein, (iii) any defect in the Software or the Services, or (iv) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Software or Services. Selection and approval of counsel and approval of any settlement shall be accomplished in accordance with all applicable laws, rules and regulations. For state agencies the applicable laws include §§ 2.2-510 and 2.2-514 of the Code of Virginia. In all cases the selection and approval of counsel and approval of any settlement shall be satisfactory to VITA or the Authorized User against whom the claim has been asserted.

In the event of a Claim pursuant to any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Software or Services, and in addition to all other obligations of Contractor in this Section, Contractor shall at its expense, either (a) procure for all Authorized Users the right to continue use of such infringing Software or Services, or any component thereof, or (b) replace or modify such infringing Software or Services, or any component thereof, with non-infringing products or services satisfactory to VITA. And in addition, Contractor shall provide any Authorized User with a comparable temporary replacement Software or reimburse VITA or any Authorized User for the reasonable costs incurred by VITA or such Authorized User in obtaining an alternative product in the event such Authorized User cannot use the affected Software. If Contractor cannot accomplish any of the foregoing within a reasonable time and at commercially reasonable rates, then Contractor shall accept the return of the infringing component of the Software or Services, along with any other components of any products rendered unusable by any Authorized User as a result of the infringing component, and refund the price paid to Contractor for such components.

EXCEPT WITH REGARD TO CLAIMS FOR PROPERTY DAMAGE, PERSONAL INJURY OR INFRINGEMENT, AND THE INDEMNIFICATION AND CONFIDENTIALITY OBLIGATIONS, WITH RESPECT TO EACH OF WHICH LIABILITY SHALL NOT BE LIMITED PURSUANT TO THIS SECTION, IN NO EVENT WILL ANY PARTY BE LIABLE TO ANY OTHER PARTY (OR THE INDEMNIFIED PARTIES OF SUCH PARTY) FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING (WITHOUT LIMITATION) LOSS OF PROFIT, INCOME OR SAVINGS, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, EXCEPT WHEN SUCH DAMAGES ARE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PARTY, ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS.

22. CONFIDENTIALITY

When the software is proprietary to Contractor and has been developed or acquired at Contractor's expense, the Authorized User shall hold and use the software in the same manner as it would deal with its own confidential information. The Authorized User shall not knowingly divulge, nor knowingly permit any of its employees, agents, or representatives to divulge, any proprietary information with respect to the software, the technology embodied therein, or any other documentation, models, descriptions, forms, instructions or other proprietary information relating thereto, except as specifically authorized by Contractor, in writing, or as may be required by the laws of the Commonwealth of Virginia.

The Authorized User shall take all reasonable steps necessary or appropriate to insure compliance with this Section by the Authorized User's employees, agents and representatives, including copying reproducible legends and markings on all physical components of the software.

The Authorized User's obligation under this Contract shall terminate three years after the Authorized User ceases using the software containing the proprietary information. The Authorized User shall have no obligation under this section in the event Contractor's proprietary information or materials enter the public domain through no action of the Authorized User.

23. DISPUTES

In accordance with §2.2-4363 of the <u>Code of Virginia</u>, Contractual claims, whether for money or other relief, shall be submitted in writing to the public body from whom the relief is sought no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim must be given to such public body at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The relevant public body shall render a final decision in writing within thirty (30) days after its receipt of the Contractor's written claim.

IFB 2008-08

The Contractor may not invoke any available administrative procedure under §2.2-4365 of the <u>Code of Virginia</u> nor institute legal action prior to receipt of the decision of the relevant public body on the claim, unless that public body fails to render its decision within thirty (30) days. The decision of the relevant public body shall be final and conclusive unless the Contractor, within six (6) months of the date of the final decision on the claim, invokes appropriate action under §2.2-4364, <u>Code of Virginia</u> or the administrative procedure authorized by §2.2-4365, Code of Virginia.

Upon request from the public body from whom the relief is sought, Contractor agrees to submit any and all contractual disputes arising from this Contract to such public body's alternative dispute resolution (ADR) procedures, if any. Contractor may invoke such public body's ADR procedures, if any, at any time and concurrently with any other statutory remedies prescribed by the <u>Code of Virginia</u>.

In the event of any breach by a public body, Contractor's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Contractor's remedies include the right to terminate any license or support services hereunder.

24. ASSIGNMENT OF CONTRACT

This Contract shall not be assignable by the Contractor in whole or in part without the written consent of VITA except as follows: Contractor may assign all or any of its rights and obligations to a third party as a result of a merger or acquisition or sale of all or substantially all of its assets to such third party so long as the assignee agrees in writing to be bound by the terms and conditions set forth in this contract, or to an affiliate of Contractor, provided Contractor remains liable for affiliate's compliance with the terms and conditions set forth in this Contract. VITA may assign this Contract to any entity, upon providing written notice to the contractor.

25. SEVERABILITY

Invalidity of any term of this Contract, in whole or in part, shall not affect the validity of any other term. VITA and Contractor further agree that in the event such provision is an essential part of this Contract, they shall immediately begin negotiations for a suitable replacement provision.

26. CONTRACTUAL RECORDS

All contractual books, records and other documents related to matters under this Contract shall be made available by Contractor to VITA and its designated agents for a period of three (3) years after final payment for purposes of audit and examination.

Contractual records are hereby further defined as this Contract and all delivery/purchase orders, invoices or correspondence directly relating to this agreement.

27. Additional Terms and Conditions and Amendments to the Contract

Any and all terms and conditions contained in, incorporated into, or referenced by the Contractor's proposal, quote, or bid shall be deemed invalid. This Contract may only be amended by an instrument in writing signed by VITA and Contractor.

IFB 2008-08

1200	III AATAAIII	Course	1 1910
Neu	lucalcu	Course	LILIC

Delivery Medium/# users

ID#

Springforward Ref. #

Market Basket Sampling

sample data>>> sample data>>> sample data>>>

Visual Basic Introduction Visual Basic Introduction Visual Basic Introduction single user delivered on CD-ROM 2 to 25 users delivered LAN Based 100 user delivered WEB Based pl-111222s pl-333444L pl-1234W

Professional Development Market Basket Courses (15)

Enter the number of courses in your library for this category

1A	TCP/IP Fundamentals	single user delivered on CD-ROM	Networking and
1B	TCP/IP Fundamentals	2 to 25 users delivered LAN Based	Networking and
1C	TCP/IP Fundamentals	100 user delivered WEB Based	Networking and
2A	Intro to VB .NET	single user delivered on CD-ROM	Programming a
2B	Intro to VB .NET	2 to 25 users delivered LAN Based	Programming a
2C	Intro to VB .NET	100 user delivered WEB Based	Programming a
3A	Intro to Java Script Programming	single user delivered on CD-ROM	Programming a
3B	Intro to Java Script Programming	2 to 25 users delivered LAN Based	Programming a
3C	Intro to Java Script Programming	100 user delivered WEB Based	Programming a
4A	Intro to HTML Programming	single user delivered on CD-ROM	Programming a
4B	Intro to HTML Programming	2 to 25 users delivered LAN Based	Programming a
4C	Intro to HTML Programming	100 user delivered WEB Based	Programming a
5A	ORACLE Fundamentals	single user delivered on CD-ROM	Programming a

Requested Course Title

Delivery Medium/# users

ID#

Springforward

Ref. #

Market Basket Sampling

	Warket Backet Camping		
5B	ORACLE Fundamentals	2 to 25 users delivered LAN Based	Programming a
5C	ORACLE Fundamentals	100 user delivered WEB Based	Programming a
6A	Windows Server 2003 Administration	single user delivered on CD-ROM	Networking and
6B	Windows Server 2003 Administration	2 to 25 users delivered LAN Based	Networking and
6C	Windows Server 2003 Administration	100 user delivered WEB Based	Networking and
7A	SQL Server 2005 Systems Administration	single user delivered on CD-ROM	Networking and
7B	SQL Server 2005 Systems Administration	2 to 25 users delivered LAN Based	Networking and
7C	SQL Server 2005 Systems Administration	100 user delivered WEB Based	Networking and
8A	C Programming	single user delivered on CD-ROM	Programming a
8B	C Programming	2 to 25 users delivered LAN Based	Programming a
8C	C Programming	100 user delivered WEB Based	Programming a
9 <i>A</i>	CISCO Internetworking Design	single user delivered on CD-ROM	CCNA
9B	CISCO Internetworking Design	2 to 25 users delivered LAN Based	CCNA
9C	CISCO Internetworking Design	100 user delivered WEB Based	CCNA
10A	UNIX Fundamentals	single user delivered on CD-ROM	Networking and
10B	UNIX Fundamentals	2 to 25 users delivered LAN Based	Networking and

Springforward Ref. #	Requested Course Title	Bid Price	Cost Ratio	Index Price
				(Enter the price found on the OEM's
	Market Basket Sampling			website.)
sample data>>>	Visual Basic Introduction	\$ 99.00	0.77	\$ 129.00
sample data>>>	Visual Basic Introduction	\$ 149.00	0.83	\$ 179.00
sample data>>>	Visual Basic Introduction	\$1,295.00	0.76	\$ 1,695.00
Production of the second second	Professional Development Market Basket Courses (15)			,
Enter the number of cou	urses in your library for this category			
		\$1,061.65		\$1,249.00
1A	TCP/IP Fundamentals		0.85	
		\$1,124.10		\$1,249.00
1B	TCP/IP Fundamentals		0.90	
		\$1,061.65		\$1,249.00
1C	TCP/IP Fundamentals		0.85	Ţ.,=.5.00
		\$849.15	4 ,	999

1A	TCP/IP Fundamentals		0.85	
45	TOD/ID For description	\$1,124.10		\$1,249.00
1B	TCP/IP Fundamentals		0.90	
		\$1,061.65		\$1,249.00
1C	TCP/IP Fundamentals		0.85	
		\$849.15		999
2A	Intro to VB .NET	75.51.5	0.85	
		\$899.10	0.00	999
2B	Intro to VB .NET	\$699.10	0.90	333
 20	IIIIIO IO VB .NE I	004045	0.90	
		\$849.15		999
2C	Intro to VB .NET		0.85	
		\$849.15		999
3A	Intro to Java Script Programming		0.85	
		\$899.10		999
3B	Intro to Java Script Programming	4000.10	0.90	000
 100	Intio to dava compet regramming	0040.45	0.30	000
1 20	Inter to Java Goriet Bernandian	\$849.15	0.05	999
 3C	Intro to Java Script Programming		0.85	
		\$849.15		999
4A	Intro to HTML Programming		0.85	
		\$899.10		999
4B	Intro to HTML Programming		0.90	
	into to tittle riogidinning	\$849.15	0.00	999
10	Intro to LITML Decreesing	\$049.15	0.05	999
4C	Intro to HTML Programming		0.85	
100		\$849.15		999
5A	ORACLE Fundamentals		0.85	

Springforward	Ref. #	Requested Course Title	Bid Price	Cost Ratio	Index Price
					(Enter the price found on the OEM's
		Market Basket Sampling			website.)
	5B	ORACLE Fundamentals	\$899.10	0.90	999
	5C	ORACLE Fundamentals	\$849.15	0.85	999
	6A	Windows Server 2003 Administration	\$1,061.65	0.85	\$1,249.00
	6B	Windows Server 2003 Administration	\$1,124.10	A CONTRACTOR OF THE PARTY OF TH	\$1,249.00
	6C	Windows Server 2003 Administration	\$1,061.65		\$1,249.00
	7A		\$1,061.65		\$1,249.00
	7B	SQL Server 2005 Systems Administration	\$1,124.10		\$1,249.00
		SQL Server 2005 Systems Administration	\$1,061.65		\$1,249.00
	7C	SQL Server 2005 Systems Administration	\$849.15		999
	8A	C Programming	\$899.10		999
	8B	C Programming	\$849.15		999
	8C	C Programming	\$849.15	0.85	999
	9A	CISCO Internetworking Design		0.85	PS-240-27
	9B	CISCO Internetworking Design	\$899.10	0.90	999
	9C	CISCO Internetworking Design	\$849.15	0.85	999
	10A	UNIX Fundamentals	\$1,061.65	0.85	\$1,249.00
	10B	UNIX Fundamentals	\$1,124.10	0.90	\$1,249.00

Springforward	Ref. #	Requested Course Title	Bid Price	Cost Ratio	Index Price
Springiorward	Nel. #				(Enter the price found on the OEM's
		Market Basket Sampling			website.)
	10C	UNIX Fundamentals	\$1,061.65	0.85	\$1,249.00
	11A	Database Fundamentals	\$849.15	0.85	999
	11B	Database Fundamentals	\$899.10	0.90	999
	11C	Database Fundamentals	\$849.15		999
	12A	Web Development Fundamentals	\$849.15		999
	12B	Web Development Fundamentals	\$899.10	A CONTRACTOR OF THE PARTY OF TH	999
	12C	Web Development Fundamentals	\$849.15		999
	13A	Understanding XML	\$849.15		999
	13B	Understanding XML	\$899.10		999
	13C	Understanding XML	\$849.15		999
	14A	Understanding Networking Fundamentals	\$1,061.65		\$1,249.00
	14B	Understanding Networking Fundamentals	\$1,124.10		\$1,249.00
	14C	Understanding Networking Fundamentals	\$1,061.65	0.85	\$1,249.00
	15A	Data Warehousing	\$1,061.65		\$1,249.00
	15B	Data Warehousing	\$1,124.10		\$1,249.00
	15C	Data Warehousing	\$1,061.65	0.85	\$1,249.00

Regu	ested	Course	Title
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Index URL

Springforward Ref. #

sample data>>>

sample data>>>

sample data>>>

(Enter the Publisher's website where published pricing for the individual

course can be found.)

Market Basket Sampling

 Visual Basic Introduction
 http://xyzcompany.com/Cprice.html

 Visual Basic Introduction
 http://hhhcompany.com/Lcost.html

 Visual Basic Introduction
 http://hhhcompany.com/Wcost.html

Professional Development Market Basket Courses (15)

Enter the number of courses in your library for this category

1A	TCP/IP Fundamentals	http://www.elementk.com/s.asp?p=257
		http://www.elementk.com/s.asp?p=257
 1B	TCP/IP Fundamentals	99
1C	TCP/IP Fundamentals	http://www.elementk.com/s.asp?p=257
2A	Intro to VB .NET	http://www.elementk.com/s.asp?p=477
2B	Intro to VB .NET	http://www.elementk.com/s.asp?p=477
2C	Intro to VB .NET	http://www.elementk.com/s.asp?p=477
3A	Intro to Java Script Programming	http://www.elementk.com/s.asp?p=124
3B	Intro to Java Script Programming	http://www.elementk.com/s.asp?p=125
3C	Intro to Java Script Programming	http://www.elementk.com/s.asp?p=125
4A	Intro to HTML Programming	http://www.elementk.com/s.asp?p=616
4B	Intro to HTML Programming	http://www.elementk.com/s.asp?p=617
4C	Intro to HTML Programming	http://www.elementk.com/s.asp?p=618
5A	ORACLE Fundamentals	http://www.elementk.com/s.asp?p=504 78

Rec	uested	Course	Title

Index URL

Springforward Ref. #

(Enter the Publisher's website where published pricing for the individual course can be found.)

Market Basket Sampling

	Market Basket Sampling	course can be round.)
5B	ORACLE Fundamentals	http://www.elementk.com/s.asp?p=504
5C	ORACLE Fundamentals	http://www.elementk.com/s.asp?p=504 80
6A	Windows Server 2003 Administration	http://www.elementk.com/s.asp?p=885
6B	Windows Server 2003 Administration	http://www.elementk.com/s.asp?p=886
6C	Windows Server 2003 Administration	http://www.elementk.com/s.asp?p=887
7A	SQL Server 2005 Systems Administration	http://www.elementk.com/s.asp?p=905
7B	SQL Server 2005 Systems Administration	http://www.elementk.com/s.asp?p=905
7C	SQL Server 2005 Systems Administration	http://www.elementk.com/s.asp?p=905
8A	C Programming	http://www.elementk.com/s.asp?p=402
8B	C Programming	http://www.elementk.com/s.asp?p=402
8C	C Programming	http://www.elementk.com/s.asp?p=402
9A	CISCO Internetworking Design	http://www.elementk.com/s.asp?p=710
98	CISCO Internetworking Design	http://www.elementk.com/s.asp?p=710
9C	CISCO Internetworking Design	http://www.elementk.com/s.asp?p=710
10A		http://www.elementk.com/s.asp?p=556
10B		http://www.elementk.com/s.asp?p=556

Red	uested	Course	Title
1100	MOGEOM	900190	11616

Index URL

Springforward Ref. #

(Enter the Publisher's website where published pricing for the individual course can be found.)

Market Basket Sampling

×		Market Basket Sampling	course can be found.)
	10C	UNIX Fundamentals	http://www.elementk.com/s.asp?p=556
	11A	Database Fundamentals	http://www.elementk.com/s.asp?p=169
	11B	Database Fundamentals	http://www.elementk.com/s.asp?p=169 55
	11C	Database Fundamentals	http://www.elementk.com/s.asp?p=169 56
	12A	Web Development Fundamentals	http://www.elementk.com/s.asp?p=598
	12B	Web Development Fundamentals	http://www.elementk.com/s.asp?p=598
	12C	Web Development Fundamentals	http://www.elementk.com/s.asp?p=598
	13A	Understanding XML	http://www.elementk.com/s.asp?p=794
	13B	Understanding XML	http://www.elementk.com/s.asp?p=794
	13C	Understanding XML	http://www.elementk.com/s.asp?p=794
	14A	Understanding Networking Fundamentals	http://www.elementk.com/s.asp?p=934
	14B	Understanding Networking Fundamentals	http://www.elementk.com/s.asp?p=934
	14C	Understanding Networking Fundamentals	http://www.elementk.com/s.asp?p=934
	15A	Data Warehousing	http://www.elementk.com/s.asp?p=743
	15B	Data Warehousing	http://www.elementk.com/s.asp?p=743
	15C	Data Warehousing	http://www.elementk.com/s.asp?p=743

	cm:	Requested Course Title	Delivery Medium/# users	ID#	Bid Price
<u>Springforward</u>	Ref. #				
		Market Basket Sampling			
sample data>>>		MS Word, Level 1	single user delivered on CD-ROM	pl-111222C	99.00
sample data>>>		MS Word, Level 1	2 to 25 users delivered LAN Based	pl-333444L	149.00
sample data>>>		MS Word, Level 1	100 user delivered WEB Based	pl-1234W	1,295.00
		Desktop Applications/End User Computing (15)			
Enter the numb	er of co	urses in your library for this category			
	1A	Microsoft WORD 2003 or higher Level 1	single user delivered on CD-ROM	MS OfficePack	170.92
	1B	Microsoft WORD 2003 or higher Level 1	2 to 10 users delivered LAN Based	MS OfficePack	158.3
	1C	Microsoft WORD 2003 or higher Level 1	11 to 25 users delivered WEB Based	MS OfficePack	152.93
	2A	Microsoft EXCEL 2003 or higher Level 1	single user delivered on CD-ROM	MS OfficePack	170.92
	2B	Microsoft EXCEL 2003 or higher Level 1	2 to 10 users delivered LAN Based	MS OfficePack	158.33
	2C	Microsoft EXCEL 2003 or higher Level 1	11 to 25 users delivered WEB Based	MS OfficePack	152.93
	3A	Microsoft POWERPOINT 2003 or higher Level 1	single user delivered on CD-ROM	MS OfficePack	170.92
	3B	Microsoft POWERPOINT 2003 or higher Level 1	2 to 10 users delivered LAN Based	MS OfficePack	158.3
	3C	Microsoft POWERPOINT 2003 or higher Level 1	11 to 25 users delivered WEB Based	MS OfficePack	152.9
	4A	Microsoft ACCESS 2003 or higher Level 1	single user delivered on CD-ROM	MS OfficePack	170.92
	4B	Microsoft ACCESS 2003 or higher Level 1	2 to 10 users delivered LAN Based	MS OfficePack	158.3
	4C	Microsoft ACCESS 2003 or higher Level 1	11 to 25 users delivered WEB Based	MS OfficePack	152.93

		Requested Course Title	Delivery Medium/# users	ID#	Bid Price
Springforward	Ref. #				
		Market Basket Sampling			
	5A	Microsoft PROJECT 2003 or higher Level 1	single user delivered on CD-ROM	MS OfficePack	170.92
	5B	Microsoft PROJECT 2003 or higher Level 1	2 to 10 users delivered LAN Based	MS OfficePack	158.3
	5C	Microsoft PROJECT 2003 or higher Level 1	11 to 25 users delivered WEB Based	MS OfficePack	152.9
	6A	Microsoft WORD 2007	single user delivered on CD-ROM	MS OfficePack	170.92
	6B	Microsoft WORD 2007	2 to 10 users delivered LAN Based	MS OfficePack	158.3
	6C	Microsoft WORD 2007	11 to 25 users delivered WEB Based	MS OfficePack	152.9
	7A	Microsoft EXCEL 2007	single user delivered on CD-ROM	MS OfficePack	170.9
	7B	Microsoft EXCEL 2007	2 to 10 users delivered LAN Based	MS OfficePack	158.3
	7C	Microsoft EXCEL 2007	11 to 25 users delivered WEB Based	MS OfficePack	152.9
	8A	Microsoft POWERPOINT 2007	single user delivered on CD-ROM	MS OfficePack	170.9
	8B	Microsoft POWERPOINT 2007	2 to 10 users delivered LAN Based	MS OfficePack	158.3
	8C	Microsoft POWERPOINT 2007	11 to 25 users delivered WEB Based	MS OfficePack	152.9
	9 <i>A</i>	Microsoft ACCESS 2007	single user delivered on CD-ROM	MS OfficePack	170.9
	9B	Microsoft ACCESS 2007	2 to 10 users delivered LAN Based	MS OfficePack	158.3
	9C	Microsoft ACCESS 2007	11 to 25 users delivered WEB Based	MS OfficePack	152.9

		Requested Course Title	Delivery Medium/# users	ID#	Bid Price
Springforward	Ref. #				
		Market Basket Sampling	v.		
4	10A	Microsoft PROJECT 2007	single user delivered on CD-ROM	MS OfficePack	170.92
	10B	Microsoft PROJECT 2007	2 to 10 users delivered LAN Based	MS OfficePack	158.33
	10C	Microsoft PROJECT 2007 o	11 to 25 users delivered WEB Based	MS OfficePack	152.93
	11A	Windows 2003 or higher Level 1	single user delivered on CD-ROM	MS OfficePack	170.92
	11B	Windows 2003 or higher Level 1	2 to 10 users delivered LAN Based	MS OfficePack	158.33
	11C	Windows 2003 or higher Level 1	11 to 25 users delivered WEB Based	MS OfficePack	152.93
	12A	Windows Server 2003 Fundamentals for Users	single user delivered on CD-ROM	MS OfficePack	170.92
	12B	Windows Server 2003 Fundamentals for Users	2 to 10 users delivered LAN Based	MS OfficePack	158.33
	12C	Windows Server 2003 Fundamentals for Users	11 to 25 users delivered WEB Based	MS OfficePack	152.93
	13A	Intro to Microsoft OUTLOOK 2003 or higher	single user delivered on CD-ROM	MS OfficePack	170.92
	13B	Intro to Microsoft OUTLOOK 2003 or higher	2 to 10 users delivered LAN Based	MS OfficePack	158.33
	13C	Intro to Microsoft OUTLOOK 2003 or higher	11 to 25 users delivered WEB Based	MS OfficePack	152.93
	14A	Intro to Microsoft OUTLOOK 2007	single user delivered on CD-ROM	MS OfficePack	170.92
	14B	Intro to Microsoft OUTLOOK 2007	2 to 10 users delivered LAN Based	MS OfficePack	158.33
	14C	Intro to Microsoft OUTLOOK 2007	11 to 25 users delivered WEB Based	MS OfficePack	152.93

		Requested Course Title	Delivery Medium/# users	ID#	Bid Price
Springforward	Ref. #				
		Market Basket Sampling			
	15A	Microsoft Frontpage 2003 Basics	single user delivered on CD-ROM	MS OfficePack	170.92
	15B	Microsoft Frontpage 2003 Basics	2 to 10 users delivered LAN Based	MS OfficePack	158.33
	15C	Microsoft Frontpage 2003 Basics	11 to 25 users delivered WEB Based	MS OfficePack	152.93

		Requested Course Title	Cost Ratio	Index Price
Springforward	Ref.#	Market Basket Sampling		(Enter the price found on the OEM's website.)
sample data>>>		MS Word, Level 1	0.77	\$ 129.00
sample data>>>		MS Word, Level 1	0.83	\$ 179.00
sample data>>>		MS Word, Level 1	0.76	\$ 1,695.00
		Desktop Applications/End User Computing (15)		
Enter the numb	er of co	urses in your library for this category		
	1A	Microsoft WORD 2003 or higher Level 1	0.95	179.92
	1B	Microsoft WORD 2003 or higher Level 1	0.88	179.92
	1C	Microsoft WORD 2003 or higher Level 1	0.85	179.92
	2A	Microsoft EXCEL 2003 or higher Level 1	0.95	179.92
	2B	Microsoft EXCEL 2003 or higher Level 1	0.88	179.92
	2C	Microsoft EXCEL 2003 or higher Level 1	0.85	179.92
	3A	Microsoft POWERPOINT 2003 or higher Level 1	0.95	179.92
	3B	Microsoft POWERPOINT 2003 or higher Level 1	0.88	179.92
	3C	Microsoft POWERPOINT 2003 or higher Level 1	0.85	179.92
	4A	Microsoft ACCESS 2003 or higher Level 1	0.95	179.92
	4B	Microsoft ACCESS 2003 or higher Level 1	0.88	179.92
	4C	Microsoft ACCESS 2003 or higher Level 1	0.85	179.92

		Requested Course Title	Cost Ratio	Index Price
Springforward	Ref. #	Market Basket Sampling		(Enter the price found on the OEM's website.)
	5A	Microsoft PROJECT 2003 or higher Level 1	0.95	179.92
	5B	Microsoft PROJECT 2003 or higher Level 1	0.88	179.92
	5C	Microsoft PROJECT 2003 or higher Level 1	0.85	179.92
	6A	Microsoft WORD 2007	0.95	179.92
	6B	Microsoft WORD 2007	0.88	179.92
	6C	Microsoft WORD 2007	0.85	179.92
	7A	Microsoft EXCEL 2007	0.95	179.92
	7B	Microsoft EXCEL 2007	0.88	179.92
	7C	Microsoft EXCEL 2007	0.85	179.92
	8A	Microsoft POWERPOINT 2007	0.95	179.92
	8B	Microsoft POWERPOINT 2007	0.88	179.92
	8C	Microsoft POWERPOINT 2007	0.85	179.92
Hillian 20.5 (18.5	9 <i>A</i>	Microsoft ACCESS 2007	0.95	179.92
	9B	Microsoft ACCESS 2007	0.88	179.92
	9C	Microsoft ACCESS 2007	0.85	179.92

		Requested Course Title	Cost Ratio	Index Price
Springforward	Ref. #	Market Basket Sampling) *·	(Enter the price found on the OEM's website.)
	10A	Microsoft PROJECT 2007	0.95	179.92
	10B	Microsoft PROJECT 2007	0.88	179.92
	10C	Microsoft PROJECT 2007 o	0.85	179.92
	11A	Windows 2003 or higher Level 1	0.95	179.92
	11B	Windows 2003 or higher Level 1	0.88	179.92
	11C	Windows 2003 or higher Level 1	0.85	179.92
	12A	Windows Server 2003 Fundamentals for Users	0.95	179.92
	12B	Windows Server 2003 Fundamentals for Users	0.88	179.92
	12C	Windows Server 2003 Fundamentals for Users	0.85	179.92
	13A	Intro to Microsoft OUTLOOK 2003 or higher	0.95	179.92
	13B	Intro to Microsoft OUTLOOK 2003 or higher	0.88	179.92
	13C	Intro to Microsoft OUTLOOK 2003 or higher	0.85	179.92
	14A	Intro to Microsoft OUTLOOK 2007	0.95	179.92
	14B	Intro to Microsoft OUTLOOK 2007	0.88	179.92
	14C	Intro to Microsoft OUTLOOK 2007	0.85	179.92

		Requested Course Title	Cost Ratio	Index Price
<u>Springforward</u>	Ref. #			
		Market Basket Sampling		(Enter the price found on the OEM's website.)
	15A	Microsoft Frontpage 2003 Basics	0.95	179.92
	15B	Microsoft Frontpage 2003 Basics	0.88	179.92
	15C	Microsoft Frontpage 2003 Basics	0.85	179.92

		Requested Course Title	Index URL
<u>Springforward</u>	Ref. #		(Enter the Dublish are well after whom
		Market Basket Sampling	(Enter the Publisher's website where published pricing for the individual course can be found.)
sample data>>>		MS Word, Level 1	http://xyzcompany.com/Cprice.html
sample data>>>		MS Word, Level 1	http://hhhcompany.com/Lcost.html
sample data>>>		MS Word, Level 1	http://hhhcompany.com/Wcost.html
		Desktop Applications/End User Computing (15)	
Enter the numb	er of co	urses in your library for this category	
	1A	Microsoft WORD 2003 or higher Level 1	http://www.elementk.com/s.asp?p=72945
	1B	Microsoft WORD 2003 or higher Level 1	http://www.elementk.com/s.asp?p=72945
	1C	Microsoft WORD 2003 or higher Level 1	http://www.elementk.com/s.asp?p=72945
	2A	Microsoft EXCEL 2003 or higher Level 1	http://www.elementk.com/s.asp?p=72982
	2B	Microsoft EXCEL 2003 or higher Level 1	http://www.elementk.com/s.asp?p=72982
	2C	Microsoft EXCEL 2003 or higher Level 1	http://www.elementk.com/s.asp?p=72982
	3A	Microsoft POWERPOINT 2003 or higher Level 1	http://www.elementk.com/s.asp?p=80764
	3B	Microsoft POWERPOINT 2003 or higher Level 1	http://www.elementk.com/s.asp?p=80764
	3C	Microsoft POWERPOINT 2003 or higher Level 1	http://www.elementk.com/s.asp?p=80764
	4A	Microsoft ACCESS 2003 or higher Level 1	http://www.elementk.com/s.asp?p=81726
	4B	Microsoft ACCESS 2003 or higher Level 1	http://www.elementk.com/s.asp?p=81726
	4C	Microsoft ACCESS 2003 or higher Level 1	http://www.elementk.com/s.asp?p=81726

		Requested Course Title	Index URL
Springforward	Ref. #	Market Basket Sampling	(Enter the Publisher's website where published pricing for the individual course can be found.)
	5A	Microsoft PROJECT 2003 or higher Level 1	http://www.elementk.com/s.asp?p=79991
	5B	Microsoft PROJECT 2003 or higher Level 1	http://www.elementk.com/s.asp?p=79991
	5C	Microsoft PROJECT 2003 or higher Level 1	http://www.elementk.com/s.asp?p=79991
	6A	Microsoft WORD 2007	http://www.elementk.com/s.asp?p=72945
	6B	Microsoft WORD 2007	http://www.elementk.com/s.asp?p=72945
	6C	Microsoft WORD 2007	http://www.elementk.com/s.asp?p=72945
	7A	Microsoft EXCEL 2007	http://www.elementk.com/s.asp?p=72982
	7B	Microsoft EXCEL 2007	http://www.elementk.com/s.asp?p=72982
	7C	Microsoft EXCEL 2007	http://www.elementk.com/s.asp?p=72982
	8A	Microsoft POWERPOINT 2007	http://www.elementk.com/s.asp?p=80764
	8B	Microsoft POWERPOINT 2007	http://www.elementk.com/s.asp?p=80764
	8C	Microsoft POWERPOINT 2007	http://www.elementk.com/s.asp?p=80764
	9 <i>A</i>	Microsoft ACCESS 2007	http://www.elementk.com/s.asp?p=81726
	9B	Microsoft ACCESS 2007	http://www.elementk.com/s.asp?p=81726
	9C	Microsoft ACCESS 2007	http://www.elementk.com/s.asp?p=81726

		Requested Course Title	Index URL
<u>Springforward</u>	Ref. #	Market Basket Sampling	(Enter the Publisher's website where published pricing for the individual course can be found.)
	10A	Microsoft PROJECT 2007	http://www.elementk.com/s.asp?p=79991
	10B	Microsoft PROJECT 2007	http://www.elementk.com/s.asp?p=79991
	10C	Microsoft PROJECT 2007 o	http://www.elementk.com/s.asp?p=79991
	11A	Windows 2003 or higher Level 1	http://www.elementk.com/s.asp?p=71854
	11B	Windows 2003 or higher Level 1	http://www.elementk.com/s.asp?p=71854
	11C	Windows 2003 or higher Level 1	http://www.elementk.com/s.asp?p=71854
	12A	Windows Server 2003 Fundamentals for Users	http://www.elementk.com/s.asp?p=17993
	12B	Windows Server 2003 Fundamentals for Users	http://www.elementk.com/s.asp?p=17993
	12C	Windows Server 2003 Fundamentals for Users	http://www.elementk.com/s.asp?p=17993
	13A	Intro to Microsoft OUTLOOK 2003 or higher	http://www.elementk.com/s.asp?p=74232
	13B	Intro to Microsoft OUTLOOK 2003 or higher	http://www.elementk.com/s.asp?p=74232
	13C	Intro to Microsoft OUTLOOK 2003 or higher	http://www.elementk.com/s.asp?p=74232
	14A	Intro to Microsoft OUTLOOK 2007	http://www.elementk.com/s.asp?p=74232
	14B	Intro to Microsoft OUTLOOK 2007	http://www.elementk.com/s.asp?p=74232
	14C	Intro to Microsoft OUTLOOK 2007	http://www.elementk.com/s.asp?p=74232

		Requested Course Title	Index URL
<u>Springforward</u>	Ref. #		
		Market Basket Sampling	(Enter the Publisher's website where published pricing for the individual course can be found.)
	15A	Microsoft Frontpage 2003 Basics	http://www.elementk.com/s.asp?p=17826
	15B	Microsoft Frontpage 2003 Basics	http://www.elementk.com/s.asp?p=17826
	15C	Microsoft Frontpage 2003 Basics	http://www.elementk.com/s.asp?p=17826

1619 Chapel Ridge Court, Hanover, MD 21076 Contact: Kimberly June, Program Manager kim@springforwardtraining.com (410) 768-9124 phone



Computer Based Learning Products and Services

Bid: IFB 2008-08 R
Technology Offering by Springforward
Woman-Owned, Small Business
Authorized Element K Reseller since 2004

Computer Based Learning Products and Services	1
Description	
Formats	
Courses Quoted	
Microsoft Office Pack (See Appendix A for a list of courses)	
Networks & Operating Systems	
Programming & Web Development	
CCNA	3
Services	
Administrator Support	
Technical Support	
Customer Support	
Performance Guarantee	
Hardware and Software Required	
Appendix A	

1619 Chapel Ridge Court, Hanover, MD 21076 Contact: Kimberly June, Program Manager kim@springforwardtraining.com SPRINGFORMARD CORPORATE SERVICES

Description

Self-Paced Course

(410) 768-9124 phone

A self-paced course is a course that's taken at your convenience, at your own pace. Most self-paced courses display information in small amounts which allow you to learn the information in "bite-sized" chunks. In this way, you progress through the material in a pace suited to your needs. In addition, you can repeat lessons as many times as you want, reinforcing the material until you have a solid understanding of it.

Formats

CD-ROM LAN Based WEB Based

Courses Quoted

Microsoft Office Pack (See Appendix A for a list of courses)

The Microsoft Office Pack library includes Access, Excel, PowerPoint, Word and more...

The Microsoft Office Pack library includes Microsoft desktop application training (Word, Excel, Access, PowerPoint, Outlook, and FrontPage). Business professionals and support personnel will benefit from the Microsoft desktop applications training that is featured in this collection. The library is optimal for large organizations with diverse job functions that might have multiple applications, mail tools, and OS versions being utilized simultaneously.

Networks & Operating Systems

This library includes MCSA, MCSE, CNE, A+, iNet+, Network+, Server+, LINUX and more...

The NOS sub library offers a wide range of Information Technology courses that use relevant examples and accurate simulations in all of the course offerings. This collection of courses provide networking professionals training for the dominant server and operating system technologies including Microsoft®, Novell, Linux, Unix, and Mainframe technologies. This comprehensive library is ideal both to support IT job functions and to prepare for industry recognized IT certifications - e.g., CompTIA® A+TM, Network+TM, Server+; Microsoft® MCSA and MCSE: Novell CNA and CNE; and many more. This library is also offered at the Platinum level, which includes a bundle of v-Lab exercises designed for the Microsoft networks.

Programming & Web Development

This library includes Java, Oracle, VB, Microsoft SQL Server and more...

1619 Chapel Ridge Court, Hanover, MD 21076 Contact: Kimberly June, Program Manager kim@springforwardtraining.com (410) 768-9124 phone



The PWD sub library is designed specifically for individuals and teams that develop applications and administer their back-end databases, includes training and support to create web applications, mail-tool applications, scripts, relational databases, and reports. Featured programming languages include: C, C++, Java, HTML, ASP, Perl, XML, and even COBOL for organizations that maintain legacy business code. Training supports database technologies by Oracle, Microsoft SQL and Microsoft Access. The breadth of this collection is appropriate for the wide range of job roles involved in the development process, and the depth in any one area is sufficient to accommodate the entry-level programmer through the most senior developers on staff.

CCNA

The CCNA library includes ICND and more...

The CCNA Certification indicates a foundation in and apprentice knowledge of networking. CCNA certified professionals can install, configure, and operate LAN, WAN, and dial access services for small networks (100 nodes or fewer), including but not limited to use of these protocols: IP, IGRP, Serial, Frame Relay, IP RIP, VLANs, RIP, Ethernet, Access Lists.

Services

Administrator Support

Although each organization will have unique training needs and resources, a few of the tasks such as verifying organizational information, are one time tasks. Springforward will always be responsible for one-time tasks. These include

- 1. Verifying Organizational and Subscription Pool Information
- 2. Setup Site Administrators
- 3. Create Group Structure
- 4. Assign Administrators to Groups
- 5. Content Set up (when applicable)
- 6. Training Setup such as requiring and recommended courses
- 7. Initial Setup
 - a. Create student profiles
 - b. Add students
 - c. Assign subscriptions
 - d. Create mailing lists
 - e. Create simple landing page (to include company logo, message from administrator and pertinent contact information related to elearning)

For those recurring tasks, Springforward will assist with the training of one or more internal administrators and will also provide a free Administrator Guide 1619 Chapel Ridge Court, Hanover, MD 21076 Contact: Kimberly June, Program Manager kim@springforwardtraining.com (410) 768-9124 phone



for using the Learning Management System (LMS). Springforward will train the internal company administrator to

- 1. Manage students
- 2. Create online communication
- 3. Run reports
- 4. Manage subscriptions

Technical Support

Students and training administrators have various options for obtaining technical support to include, live chat, email or phone. Technical support includes help with browsers, logging in, enrollment, running self-study courses, course completion certificates, or other technical issues.

Customer Support

Students and training administrators have various options for obtaining customer support to include including, live chat, email or phone. Customer service can help with order status, shipping issues, book order status, account issues, CEU fulfillment and other customer service issues.

Performance Guarantee

- Services. We guarantee on-time, on-spec completion of your services contract.
- Site Performance. We guarantee uptime exceeding 99% (excluding planned downtime).
- Technical Support. Technical support is available via chat and e-mail.
 We guarantee a multi-level process that ensures the timely and proactive resolution of all technical issues.
- Customer Support. We guarantee the availability of customer telephone support Monday through Friday, 8 AM to 5:30 PM EST for our Print Courseware products, and 8 AM to 5:30 PM EST for Catalog e-Learning.

Hardware and Software Required

- * Browser Microsoft Internet Explorer 6.0
- * Browser Firefox 1.x
- * Browser Safari 1.x
- * Operating System MS-Windows 2000
- * Operating System MacOS 10.3.x

kim@springforwardtraining.com

(410) 768-9124 phone



Appendix A

Microsoft Office Pack

Products contained in this offer:

Self-paced Courses

Access 2000: Advanced

Access 2000: Advanced (For use with Screen Readers)
Access 2000: Introduction to Application Development

Access 2000: Level 1

Access 2000: Level 1 (For use with Screen Readers)

Access 2000: Level 2

Access 2000: Level 2 (For use with Screen Readers)

Access 2002 (Office XP): Advanced (For use with Screen Readers)

Access 2002 (Office XP): Level 1

Access 2002 (Office XP): Level 1 (For use with Screen Readers)

Access 2002 (Office XP): Level 2

Access 2002 (Office XP): Level 2 (For use with Screen Readers)

Access 2002 (Office XP): Level 3 Access 2002 (Office XP): Level 4

Access 2002 (Office Ar): Level 4
Access 2003: Creating Queries

Access 2003: Designing a Database

Access 2003: Improving the Effectiveness of an Access Database

Access 2003: Improving Usability with Access Macros

Access 2003: Integrating Access with the Web, XML, and Office Applications

Access 2003: Maintaining Existing Databases

Access 2003: Optimizing and Securing Access Database Applications Access 2003: Structure and Analyze Data with Advanced Queries

Access 2003: Working with Forms Access 2003: Working with Reports

Access 2003: Working with Reports (Retired)

Access 7.0: Introduction Access 97: Advanced

Access 97: Introduction to Application Development

Access 97: Level 1 Access 97: Level 2

Business Statistics in Excel 97

Excel 2000: Advanced

Excel 2000: Advanced (For use with Screen Readers)

Excel 2000: Level 1

Excel 2000: Level 1 (For use with Screen Readers)

Excel 2000: Level 2

Excel 2000: Level 2 (For use with Screen Readers)

Excel 2001: Level 1 for Macintosh Excel 2001: Level 2 for Macintosh

kim@springforwardtraining.com

(410) 768-9124 phone



Excel 2001: Level 3 for Macintosh Excel 2002 (Office XP): Advanced

Excel 2002 (Office XP): Advanced (For use with Screen Readers)

Excel 2002 (Office XP): Level 1

Excel 2002 (Office XP): Level 1 (For use with Screen Readers)

Excel 2002 (Office XP): Level 2

Excel 2002 (Office XP): Level 2 (For use with Screen Readers)

Excel 2003: Analyzing and Managing Data Excel 2003: Collaborating with Workbooks

Excel 2003: Formatting Excel

Excel 2003: Manipulating Workbooks

Excel 2003: Working with Existing Workbooks

Excel 2003: Writing Formulas

Excel 7.0: Advanced
Excel 7.0: Introduction
Excel 97: Advanced
Excel 97: Level 1

Excel 97: Level 2

Excel 98: Advanced for Macintosh
Excel 98: Introduction for Macintosh

FrontPage 2000: Advanced FrontPage 2000: Introduction

FrontPage 2002 (Office XP): Advanced FrontPage 2002 (Office XP): Introduction FrontPage 2003: Creating a Basic Web Page

FrontPage 2003: Creating an Interactive Web Page

FrontPage 2003: Enhancing Webpages FrontPage 2003: Managing a Web Page

FrontPage 2003: Structuring and Publishing a Web Page

FrontPage 98: Advanced FrontPage 98: Introduction

Integrating Your Business Systems With Microsoft® Office Professional Edition 2003

Microsoft Office 2000 to Office XP: New Features

Microsoft Office 2000 to Office XP: New Features (For use with Screen Readers)

Microsoft Office 2000: Document Integration

Microsoft Office 2000: Macro Programming Using VBA

Microsoft Office 2000: New Features

Microsoft Office 2000: New Features (For use with Screen Readers)

Microsoft Office 2000: Small Business Tools

Microsoft Office 2000: Web Components and Collaboration

Microsoft Office 2003: Transition from Office 2000

Microsoft Office 97: Document Integration Microsoft Office 97: Small Business Tools

kim@springforwardtraining.com

(410) 768-9124 phone



Microsoft Office Access 2007: New Features (First Look)

Microsoft Office Excel 2007 New Features (First Look)

Microsoft Office PowerPoint 2007 New Features (First Look)

Microsoft Office Word 2007: New Features(First Look)

Microsoft Publisher 2000: Introduction

Microsoft® Excel 2004 for Macintosh: Level 1

Microsoft® Excel 2004 for Macintosh: Level 2

Microsoft® Office Access 2003: Level 1

Microsoft® Office Access 2003: Level 2

Microsoft® Office Access 2003: Level 3

Microsoft® Office Access 2003: Level 4

Microsoft® Office Access™ 2007: New Features

Microsoft® Office Access™ 2007: Level 1

Microsoft® Office Access™ 2007: Level 1 (Second Edition)

Microsoft® Office Access™ 2007: Level 2

Microsoft® Office Access™ 2007: Level 2 (Second Edition)

Microsoft® Office Access™ 2007: Level 3

Microsoft® Office Access™ 2007: Level 3 (Second Edition)

Microsoft® Office Access™ 2007: Level 4

Microsoft® Office Access™ 2007: Level 4 (Second Edition)

Microsoft® Office Excel 2003: Introduction to VBA

Microsoft® Office Excel 2003: Level 1

Microsoft® Office Excel 2003: Level 2

Microsoft® Office Excel 2003: Level 3

Microsoft® Office Excel® 2007: Level 1

Microsoft® Office Excel® 2007: Level 1 (Second Edition)

Microsoft® Office Excel® 2007: Level 2

Microsoft® Office Excel® 2007: Level 2 (Second Edition)

Microsoft® Office Excel® 2007: Level 3

Microsoft® Office Excel® 2007: Level 3 (Second Edition)

Microsoft® Office Excel® 2007: New Features

Microsoft® Office FrontPage 2003: Level 1

Microsoft® Office FrontPage 2003: Level 2

Microsoft® Office InfoPath® 2007: Creating InfoPath Forms Microsoft® Office InfoPath™ 2003: Creating InfoPath Forms

Microsoft® Office InfoPath™ 2003: Creating InfoPath Forms (First Look Edition)

Microsoft® Office Outlook 2003: Level 1

Microsoft® Office Outlook 2003: Level 2

Microsoft® Office Outlook 2003: Level 3

Microsoft® Office Outlook® 2007: Level 1

Microsoft® Office Outlook® 2007: Level 1 (Second Edition)

Microsoft® Office Outlook® 2007: Level 2

Microsoft® Office Outlook® 2007: Level 2 (Second Edition)

Microsoft® Office Outlook® 2007: Level 3

kim@springforwardtraining.com

(410) 768-9124 phone



Microsoft® Office Outlook® 2007: Level 3 (Second Edition)

Microsoft® Office Outlook® 2007: New Features

Microsoft® Office PowerPoint 2003: Level 1

Microsoft® Office PowerPoint 2003: Level 2

Microsoft® Office PowerPoint® 2007: Level 1

Microsoft® Office PowerPoint® 2007: Level 1 (Second Edition)

Microsoft® Office PowerPoint® 2007: Level 2

Microsoft® Office PowerPoint® 2007: Level 2 (Second Edition)

Microsoft® Office PowerPoint® 2007: New Features

Microsoft® Office Publisher 2007

Microsoft® Office SharePoint® Designer 2007: Level 1

Microsoft® Office Word 2003: Level 1 Microsoft® Office Word 2003: Level 2

Microsoft® Office Word 2003: Level 3

Microsoft® Office Word 2004 for Macintosh: Level 1
Microsoft® Office Word 2004 for Macintosh: Level 2

Microsoft® Office Word 2007: Level 1 Microsoft® Office Word 2007: Level 2 Microsoft® Office Word 2007: Level 3

Microsoft® Office Word 2007: New Features

Microsoft® Office Word® 2007: Level 1 (Second Edition)
Microsoft® Office Word® 2007: Level 2 (Second Edition)
Microsoft® Office Word® 2007: Level 3 (Second Edition)
Microsoft® PowerPoint® 2004 for Macintosh: Level 1

Microsoft® PowerPoint® 2004 for Macintosh: Level 2

Microsoft® Publisher 2003: Level 1 Microsoft® Windows Vista™: Level 1 Microsoft® Windows Vista™: Level 2

Microsoft® Windows Vista™: New Features

Outlook 2000: Advanced
Outlook 2000: Introduction

Outlook 2000: Introduction (For use with Screen Readers)

Outlook 2002 (Office XP): Introduction Outlook 2002 (Office XP): Advanced

Outlook 2002 (Office XP): Level 1 (For use with Screen Readers)
Outlook 2002 (Office XP): Level 2 (For use with Screen Readers)

Outlook 2003: Communicating, Customizing and Organizing

Outlook 2003: Managing your Schedule Outlook 2003: Optimizing Outlook Outlook 2003: Organizing your Work

Outlook 2003: Working Offline and with Items

Outlook 2003: Working with Messages

Outlook 97: Advanced Outlook 97: Introduction

kim@springforwardtraining.com

(410) 768-9124 phone



Outlook 98: Advanced
Outlook 98: Introduction
PowerPoint 2000: Advanced
PowerPoint 2000: Introduction

PowerPoint 2001: Advanced for Macintosh PowerPoint 2001: Introduction for Macintosh

PowerPoint 2002 (Office XP): Introduction (For use with Screen Readers)

PowerPoint 2002 (Office XP): Advanced

PowerPoint 2002 (Office XP): Advanced (For use with Screen Readers)

PowerPoint 2002 (Office XP): Introduction PowerPoint 2003: Creating a Basic Presentation PowerPoint 2003: Delivering Presentations PowerPoint 2003: Modifying Presentations

PowerPoint 2003: Working with Tables, Charts, and Diagrams

PowerPoint 7.0: Introduction PowerPoint 97: Advanced PowerPoint 97: Introduction PowerPoint 98 for Macintosh

Publisher 2002 (Office XP): Introduction Windows SharePoint Services Administration Windows SharePoint Services Installation Windows SharePoint Services Web Workspace

Windows SharePoint Services: Building Collaborative Solutions with Team Web

Sites

Word 2000: Advanced

Word 2000: Advanced (For use with Screen Readers)

Word 2000: Level 1

Word 2000: Level 1 (For use with Screen Readers)

Word 2000: Level 2

Word 2000: Level 2 (For use with Screen Readers)

Word 2001: Level 1 for Macintosh Word 2001: Level 2 for Macintosh Word 2001: Level 3 for Macintosh Word 2002 (Office XP): Level 1 Word 2002 (Office XP): Advanced

Word 2002 (Office XP): Level 1 (For use with Screen Readers)

Word 2002 (Office XP): Level 2

Word 2002 (Office XP): Level 2 (For use with Screen Readers) Word 2002 (Office XP): Level 3 (For use with Screen Readers)

Word 2003: Controlling Document Information

Word 2003: Creating Basic Documents Word 2003: Creating Document Templates

Word 2003: Formatting Documents

Word 2003: Graphic Elements in Documents

kim@springforwardtraining.com

(410) 768-9124 phone



Word 2003: Making Documents More Readable Word 2003: Making Information Accessible Word 2003: Working with Tables and Data

Word 7.0: Level 1 Word 7.0: Level 2 Word 97: Advanced Word 97: Level 1 Word 97: Level 2

Word 98: Advanced For Macintosh Word 98: Introduction for Macintosh

Online Instructor-led Courses

Access 2000, Level 1 Access 2000, Level 2

Build a Solid Foundation with VBA Using Microsoft Office

Excel 2000: Worksheets

Microsoft Office PowerPoint 2003: Level 1 Microsoft® Office Access 2003: Level 1 Microsoft® Office Excel 2003: Level 1 Microsoft® Office Word 2003: Level 1

Word 2002 (Office XP): Level 1

Online Technical References

Internet Explorer 5.0 - Introduction

1-2-3 Millennium Edition 9.5 - Advanced

Introduction to Personal Computers - Using Windows 98

Microsoft Office 2000 - Macro Programming Using Visual Basic for Applications

Windows 2000 - Transition from Windows 98

1-2-3 Millennium Edition 9.5 - Charting and Database Functions

1-2-3 Millennium Edition 9.5 - Worksheets

Absolute Beginner's Guide to Microsoft® Access 2002

Absolute Beginner's Guide to Microsoft® Office 2003

Absolute Beginner's Guide to Microsoft® Office Access 2003

Absolute Beginner's Guide to Microsoft® Office Excel 2003

Absolute Beginner's Guide to Microsoft® Office OneNote™ 2003

Absolute Beginner's Guide to Microsoft® Office Outlook® 2003

Absolute Beginner's Guide to Microsoft® Office PowerPoint® 2003

Absolute Beginner's Guide to Microsoft® Office Word 2003

Absolute Beginner's Guide to Microsoft® Windows Vista™

Absolute Beginner's Guide to Microsoft® Windows® XP, Second Edition

Absolute Beginner's Guide to Quattro Pro® X3

Absolute Beginner's Guide to WordPerfect® 11

Absolute Beginner's Guide to WordPerfect® X3

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kim@springforwardtraining.com

(410) 768-9124 phone



Access 2000 - Advanced

Access 2000 - Introduction to Application Development

Access 2000 - Level 1

Access 2000 - Level 2

Access 2002 - Level 1

Access 2002 - Level 2

Access 2002 - Level 3

Access 2002 - Level 4

Access 2003: Personal Trainer

Access 2007 for Starters: The Missing Manual

Access 2007: The Missing Manual

Access Database Design & Programming, 3rd Edition

Access for Starters: The Missing Manual

Access Hacks

Accessing and Analyzing Data with Microsoft® Excel

ACT! 2000 - Advanced

ACT! 2000 - Introduction

ACT! 2005 - Level 1

ACT! 2006 - Level 1

ACT! 2007 - Level 1

ACT! 2007 - Level 2

ACT! 6.0 - Level 2

Administrator's Guide to Microsoft® Office 2007 Servers: Forms Server 2007, Groove Server 2007, Live Communications Server 2007, PerformancePoint Server 2007, Project Portfolio Server 2007, Project Server 2007, SharePoint® Server 2007 for Search

Adobe Acrobat 7 for Windows and Macintosh: Visual QuickStart Guide

Adobe® Acrobat® 7 in a Snap

Adobe® Acrobat® 7 Tips and Tricks: The 150 Best

Advanced Microsoft® Office PowerPoint™ 2007: Insights and Advice from the Experts

Alison Balter's Mastering Microsoft® Office Access 2003

Analyzing Business Data with Excel

Approach Millennium Edition 9.5 - Advanced

Approach Millennium Edition 9.5 - Introduction

Beyond Bullets Points: Using Microsoft® Office PowerPoint® 2007 to Create

Presentations That Inform, Motivate, and Inspire

Business Analysis with Microsoft® Excel, Second Edition

Business Analysis with Microsoft® Excel®, Third Edition

Community Building On the Web

Corel® Presentations™ 11 - Level 1

Corel® Presentations™ 12

Creating a Database in FileMaker Pro 8: Visual QuickProject Guide Creating Spreadsheets and Charts in Excel: Visual QuickProject Guide

kim@springforwardtraining.com (410) 768-9124 phone



Crystal Reports 10 - Level 1

Crystal Reports 10.0 - Level 2

Crystal Reports 8.0 - Advanced

Crystal Reports 8.0 - Basic Skills

Crystal Reports 8.5 - Advanced

Crystal Reports 8.5 - Basic Skills

Crystal Reports 9.0 - Level 1

Crystal Reports 9.0 - Level 2

Crystal Reports XI - Level 1

Crystal Reports XI - Level 2

Crystal Reports® 2008 - Level 1

Crystal Reports® 2008 - Level 2

Developing Microsoft Office Solutions: Answers for Office 2003, Office XP,

Office 2000, and Office 97

E-mail: Communicate Effectively, First Edition

Easy Microsoft® Office 2003

Easy Microsoft® Office Access 2003

Easy Microsoft® Office Excel 2003

Easy Microsoft® Office Outlook® 2003

Easy Microsoft® Office Word 2003

Easy Microsoft® Office® PowerPoint® 2003

Easy Microsoft® Windows Vista™

Essential Microsoft Operations Manager

Essential SharePoint

Excel 2000 - Advanced

Excel 2000 - Charting and Organizing Data

Excel 2000 - Worksheets

Excel 2000 in a Nutshell

Excel 2002 - Level 1

Excel 2002 - Level 2

Excel 2002 - Level 3

Excel 2003 Personal Trainer

Excel 2007 Pocket Guide, 2nd Edition

Excel Annoyances

Excel for Starters: The Missing Manual

Excel Scientific and Engineering Cookbook

Excel: The Missing Manual

Facebook: The Missing Manual

Faster Smarter Microsoft Office System, 2003 Edition

Faster Smarter Microsoft Office XP

Faster Smarter: Microsoft® Office FrontPage® 2003

FileMaker Pro 5.5 - Basic Skills (Macintosh)

FileMaker Pro 5.5 - Basic Skills (Windows)

FileMaker Pro 5.5 - Relational Databases (Macintosh)

kim@springforwardtraining.com

(410) 768-9124 phone



FileMaker Pro 5.5 - Relational Databases (Windows)

FileMaker Pro 5.5 - Web and Network Publishing (Macintosh)

FileMaker Pro 5.5 - Web and Network Publishing (Windows)

FileMaker Pro 6.0 - Level 1 (Macintosh)

FileMaker Pro 6.0 - Level 1 (Windows)

FileMaker Pro 6.0 - Level 2 (Macintosh)

FileMaker Pro 6.0 - Level 2 (Windows)

FileMaker Pro 7 Advanced for Windows and Macintosh: Visual Quickpro Guide

FileMaker Pro 7.0 - Level 1 (Windows)

FileMaker Pro 7.0 - Level 2 (Windows)

FileMaker Pro 8: The Missing Manual

FileMaker Pro 9: The Missing Manual

FileMaker® 8 Functions and Scripts Desk Reference

FileMaker® 9 Developer Reference: Functions, Scripts, Commands, and

Grammars, with Extensive Custom Function Examples

Fixing Access Annoyances

Fixing PowerPoint Annoyances

Formulas and Functions with Microsoft® Excel 2003

FrameMaker 6: Beyond the Basics

Freelance Graphics Millennium Edition 9.5 - Advanced

Freelance Graphics Millennium Edition 9.5 - Introduction

FrontPage 2000 - Advanced

FrontPage 2000 - Introduction

FrontPage 2002 - Level 1

FrontPage 2002 - Level 2

FrontPage 2002 for Windows: Visual QuickStart Guide

FrontPage 2003: The Missing Manual

Google Advertising Tools

Google™ Web Toolkit Solutions: More Cool & Useful Stuff

Google ™pedia: The Ultimate Google Resource, Second Edition

GroupWise 6.5 - Level 1

GroupWise 6.5 - Level 2

GroupWise 7.0 - Level 1

GroupWise 7.0 - Level 2

Hands-On Microsoft Access: A Practical Guide to Improving Your Access Skills

How Microsoft® Windows Vista™ Works

InDesign® 2.0 - Level 1 (Windows)

Integrating Excel and Access

Internet Explorer 5.5 - Introduction

Internet Explorer 6.0 - Introduction

Internet Explorer 7 - Introduction

Internet-Enabled Business Intelligence

Introducing Microsoft® Office InfoPath™ 2003

Introducing Microsoft® Windows Vista™

kim@enringforwardtraining com

kim@springforwardtraining.com

(410) 768-9124 phone



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(410) 768-9124 phone



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kim@springforwardtraining.com

(410) 768-9124 phone



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kim@springforwardtraining.com

(410) 768-9124 phone



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